

GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 101 OF 2015

DEFENDANT:

CONSTANTINO ANGGAWAY AYDOC & ANALYN FEBRERO AYDOC

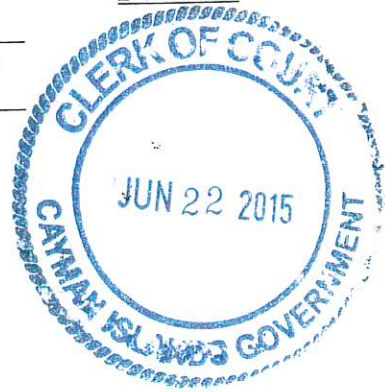
Plaintiff



LORIMAR DEVELOPMENT LIMITED

Defendant

WRIT OF SUMMONS



Defendant

LORIMAR DEVELOPMENT LIMITED

1st Bay Road  
Pavillion Commercial Center  
Box 30117  
Cayman, KY1-1201  
Cayman Islands

**WRIT OF SUMMONS** has been issued against you by the above-named Plaintiff in the claim set out on the next page. Within [14 days] after the service of this Writ on the day of service, you must either satisfy the claim or return to the Court Office, 15G, George Town, Grand Cayman, the accompanying Acknowledgment of Service and whether you intend to contest these proceedings.

satisfy the claim or to return the Acknowledgment within the time stated, or if you knowledgment without stating therein an intention to contest the proceedings, the proceed with the action and judgment may be entered against you forthwith or notice.

.....day of..... 2015.

s Writ may not be served later than 4 calendar months (or, if leave is required to e out of the jurisdiction, 6 months) beginning with the **date of issue unless renewed the Court.**

**PLAINTANT**

ctions for Acknowledgment of Service are given with the accompanying form.

Print was issued by BRADY, Attorneys-at-law whose address for service is B6 Trinity Square, Eastern Avenue, Grand Cayman. Tel: 946 - 3202, 323-1967

## PARTICULARS OF CLAIM

The Plaintiffs purchased from Lorimar Development Limited Block 28C Parcel 523 H2 described as Lorimar Heights, Phase 5, Unit #19 ("the house"). The Plaintiffs had scouted properties in the Country Side area and saw an advertisement place on the roadside in Hirst Road in the vicinity of Butterfly Circle. The advertisement showed 2 and 3 bedroom homes located at Lorimar Heights, of Lorimar Development Limited under Thompson Quality Homes ("the Developer). Also the advertisement showed the Developer's Contractor photograph and his contact number. (See attached photos exhibited as CA#1)

The Plaintiffs contacted the contractor who directed them to contact the Developer agent Century 21st. On the 2nd of May 2011 the Plaintiff attended the Office of Century 21st and spoke to Associate Broker Mr. Howard McLaughlin. The Plaintiffs then entered into an Offer to Purchase agreement and subsequently paid CI\$1000 dollars as required initial deposit.

The Plaintiffs were then advised by the Developer that they would commence work on October 2011 and the house would be completed on December 2011. However, the Plaintiffs were later informed that the construction of the house was delayed and the house was not completed on the target completion date.

Subsequently, the Plaintiff's contacted the Developer and expressed their dissatisfaction as the house was not handed over on the completion date. The Plaintiff's then advised the Developer and the contractor to complete the construction of the house before they returned from vacation in February 2012. The Contractor agreed and made another promise that the house would be ready by February 2012.

Sometime during the last week of January 2012 the Plaintiff upon returning in Grand Cayman, visited the house and to their dismay the house was not completed as yet. Again, the Plaintiffs informed the Developer and the Contractor of their discontent.

On the 1<sup>st</sup> day of February 2012 the Plaintiff's were contacted by Mr. Howard McLaughlin asking the Plaintiff's to attend the Century 21st office. Whilst at Century 21st, Mr. Howard McLaughlin asked the Plaintiff's to sign another Offer to Purchase Agreement of the same property. At this time, the Plaintiff's were also asked to sign a contract to construct a house Agreement. It was an express term of that contract that the Developer would construct the house in a proper and in workmanlike manner.

This plaint was issued by BRADY, Attorneys-at-law whose address for service is B6 Trinity Square, Eastern Avenue, George Town Grand Cayman. Tel: 946 - 3202, 323-1967

The work was substantially completed on the third week of April 2012 allowing the Plaintiffs to move into the house.

Since the Plaintiff took possession of the house they became aware of a number of problems in regards to the construction of the house.

1. Air-Condition Pipe

Immediately upon moving into the property there were issues with the Air-condition pipe that runs along the wall in one of the bedrooms that extends outside the house causing flooding in the bedroom. This damaged approximately 6 inches along the entire length of the newly installed sheetrock of the bedroom wall. The Plaintiffs contacted the contractor and informed him about the issue of the Air-condition and the damage of the bedroom wall. The contractor eventually rectified by replacing the sheetrock. This evidences the poor workmanship and caused the Plaintiff inconvenience. (See attached photos exhibited as CA#2)

2. Air-Condition Box in the Attic

After living in the property for approximately two months the Plaintiffs were irritated to receive CUC bills in the sum of CI\$1,221.50. Upon querying this with CUC they sent someone to inspect the property and it was discovered that the Air-Condition box in the attic was not sealed. Upon contacting the Developer through Century 21<sup>st</sup> the Plaintiffs were advised to contact D&G Air Conditioning. The Plaintiff's contacted the D&G Air conditioning informing them the issues about the Air-Condition Box in the attic that was not properly installed. As a result the Plaintiff's received high CUC Bills. They then attended the Plaintiff's property and fixed the Air Condition Box and also gave the Plaintiffs \$250.00 as a share towards their bill after acknowledging that it was their fault that the Air-Condition vent was not properly installed. The Plaintiffs did not accept this as it was not sufficient as their average monthly bills for May/June were in the region of CI\$270.00. (See attached photos exhibited as CA#3)

3. Bathroom toilet

The toilet in one of the bathrooms was improperly installed. This causes a leaking and continuous unpleasant odour in the Plaintiffs' home. The Plaintiffs contacted the Developer contractor and advised him on several occasions about the matter in early 2013. The contractor then advised the

Plaintiffs that he contacted the plumber who was instructed to fix the toilet. The Plaintiffs were contacted by the plumber and advised to buy materials to fix it. The Plaintiffs purchased the materials for the toilet at a cost of \$25.00. Despite purchasing the materials as suggested by the plumber, the problem has not been fixed and the Plaintiffs have simply been advised by the contractor that the plumber went to Jamaica. (See attached photos exhibited as CA#4)

4. Master Bedroom Tiling

In May 2014, after 2 years and one month living on the property the Plaintiffs become aware of an issue with the tiling in the Master Bedroom when they heard a popping sound. The tile had 'popped' out, raising itself to an angle from the floor, causing the door to be unable to close and open. The Plaintiff contacted the contractor informing him about the tiles that had 'popped' out on the master bedroom. The contractor acknowledged and delivered 12 tiles as a replacement and also informed the Plaintiffs that he would send his workers to fix the tiles. This was not yet been done. (See attached photos exhibited as CA#5)

5. Kitchen/Living area Tiling

Subsequently, on the 19th June 2014 the Plaintiffs discovered a further 16 to 20 tiles in the kitchen area had lifted and some were broken. The Plaintiffs informed the contractor who then advised that his tiler had returned to Jamaica and instructed the Plaintiffs to arrange for someone to fix the 16 to 20 tiles that were lifted and broken at a cost of CI\$100.00 dollars. The CI\$100.00 dollars along with the replacement tiles were then handed over to the Plaintiffs by the contractor on the same day.

The Plaintiffs made arrangement for the work on the tiles but when they were attempting to fix the tiles, the surrounding tiles popped out leading to all the tiles in the kitchen and dining room area eventually having to be removed. This was witnessed by the defendant's contractor. (See attached photos exhibited as CA#6)

6. Due to the increase in work the CI\$100.00 was insufficient and the Plaintiffs worker's requested the sum of \$3.50 per square foot to remove the tiles and replace them with new tiles including removing and reinstalling the baseboards and cabinets. The Plaintiffs made several calls to the contractor in order to discuss the matter but to no avail. The Plaintiffs were left having to sleep in a house full of dust and debris due to the work done.

7. On Monday 23<sup>rd</sup> June 2014, the Plaintiffs attended the Developer agent office Century 21<sup>st</sup> and spoke to Associate Broker Mr. Howard McLaughlin informing him about the damage tiles and quote from the workers but Mr. McLaughlin advised that the Developer could only pay \$2.00 per square foot and that independent contractors would be sent to inspect the tiles before they can continue the works.
8. Having heard from Mr. Howard McLaughlin, the Plaintiffs left the office with the impression that Lorimar Development Limited would fix and re-tile the whole house in the proper workmanlike manner.
9. The Developer's independent tile contractor attended the Plaintiff property on Tuesday 24<sup>th</sup> June 2014 and concluded that the thin set was defective and that the contractor had used regular thin set rather than multi-purpose. He then advised the Plaintiff that the whole house would need to be retiled.
10. On 25<sup>th</sup> June 2014 the Plaintiff's received emails from Century 21 Associate Broker Mr. Howard McLaughlin on behalf of Thompson Quality Homes with proposals to rectify the problem by either;
  - a) Thompson Quality Homes to supply 1200sq/ft of white 16"x16" Ceramic tile, thin set and grout at their cost. In addition Thompson Quality Homes to provide 2 labourers's at their cost, to assist with the removal of the existing tiles and ensure that the property remains clean and free of debris during the said works.
  - b) Thompson Quality Homes to cover the labour cost of removing the existing tiles and thin set and replacing the tiles (to include the cost of thin set and grout as required). Howard McLaughlin also advised that Paramount Carpet had confirmed that they no longer stocked the line of tiles. Howard McLaughlin then proposed that tile from an unoccupied bedroom in the house be used for the replacement in the kitchen/living room in the short term. Howard McLaughlin suggested that the plaintiffs be responsible for cost of supply and installation of flooring to the unfinished bedroom. (Paramount Carpets are currently working as to whether they are able to source the original tiles). As an alternative Howard McLaughlin suggested to Plaintiffs to utilize an alternative floor covering in the bedroom of laminated wood.

These proposals are due to the fact that the original line of tiles is no longer in stock. (See attached email exhibited as CA#7)

11. On Saturday 28 June 2014, the Plaintiffs received a letter from Lorimar Ltd purportedly signed by Mr. Kel Thompson and personally handed by the contractor. In the letter the Defendants acknowledged having been advised by of the poor workmanship. The Developer stated that the house was 'clearly not covered by any warranty however it is always their intention to assist their customers.' The developer also mentioned in the letter that any assistance rendered is strictly on an ex-gratia basis(see attached copy of letter exhibited as CA#8)
12. The Plaintiffs then responded to the letter and the email from Howard McLaughlin in relation to their proposals. In the email, the Plaintiffs outlined the issues concerning the house and that they did not accept either of these proposals made by Howard McLaughlin. The Plaintiffs do not wish to have white tiling and do not feel that they should be responsible for any costs relating to poor workmanship of the house. (See attached exhibited as CA#8A
13. In addition, the Plaintiffs advised Mr. Howard McLaughlin of Mrs. Aydoc's pre-existing medical condition and the impact of the dust and debris caused by the defective tiles. The Plaintiffs also advised Mr. McLaughlin that he was taking the matter seriously as it posed a health risk to his wife.
14. Howard McLaughlin subsequently requested Joanne Conolly (Corporate Manager) to arrange for a cleaning company to attend to the Plaintiff property to industrially clean the unit at the Plaintiffs' convenience. The following day Mr. McLaughlin sent cleaners to clean the premises of dust and debris. The problem of dust still remains as do the unfixed tiles.
15. The Plaintiff's contacted the contractor on several occasions, however the contractor indicated that the Plaintiffs were to contact the developer and if the developer agreed to fix the house issue, only then would he not have any issue in rectifying the problems. The Developer was notified of the Plaintiff's intention to commence legal proceedings if the matters were not rectified.

16. The Plaintiff then applied for Legal Aid which was granted. Ms. Kim Grandage was then chosen and a Letter before Action was served to the Defendant. (See attached copy of Letter before action exhibited as CA#9)
17. The Plaintiff provided his Lawyer a two copy of quotations from a reputable construction company and the same was mentioned on the Letter before Action that was served to the Defendant. (See attached two copies of quotations exhibited as Kozaily Design CA#10 and ITC CA#11)

Below are mentioned in the Letter before Action served to the Defendant.

- a) CI\$18,980.00 to replace the tiling and fix the toilet
- b) CI\$431.50 towards CUC bills when A/C defective
- c) CI\$25.00 on materials purchased
- d) CI\$40.00 spent on bank reference (Scotia Bank)
- e) CI\$20.00 spent on Credit union reference letter
- f) Legal Costs

18. On Thursday 10<sup>th</sup> July 2014 the Plaintiffs received an email from Joanne Conolly indicating that Mr. Thompson had read the Plaintiffs' e-mail and stated that the Developer did not wish to 'inconvenience the Plaintiffs in any way with protracted communications', and therefore the Developers are 'willing to make an ex-gratia, one-time offer of a CI\$2,500 cash payment 'to the Plaintiff, to replace or repair the tiles.(See attached email of Ms. Joanne Conolly) (See attached email copy exhibited as CA#12)
19. On the 12<sup>th</sup> July 2014 the Plaintiff's wife had to attend George Town Hospital due to sinusitis and chest pain as a result of the dust nuisance which still continues. Copy of medical result was handed over to Ms. Kim Grandage (See copy of medical results attached exhibited as CA#13).
20. On Thursday 25<sup>th</sup> September 2014 after serving the Letter before Action, the Plaintiff confirmed that they received an e-mail from their Lawyer Ms. Kim Grandage indicating that Lorimar Development Limited provided the Plaintiffs a cheque in the sum of

CI\$431.50 representing compensation for the CUC bills the period which the Plaintiff Air-Condition was faulty. This was collected as per instruction of Ms. Grandage.

21. On Tuesday 21st October 2014, the Plaintiff received an e-mail from Ms. Grandage. in the e-mail Ms. Grandage stated that the Developer had nothing else to offer and so the only way forward is to issue legal proceedings as the Defendant were not willing to negotiate. Ms. Grandage also stated that she would contact the Legal Aid to explain the position and see if they would allow to plaintiffs to issue proceedings out of the Grand Court.
22. On Friday 28th November 2014, the Plaintiffs received e-mail from Ms. Grandage stating the refusal of continued Legal Aid. The Plaintiff was then advised to continue to pursue the claim via Summary Court. On 10<sup>th</sup> of December 2014 the Plaintiffs filed the plaint and on 2<sup>nd</sup> of February 2015 obtained judgment in default against the defendants.
23. On 24 February the Plaintiffs applied for Examination of Judgment pursuant to GCR O.48 which was set for the 10<sup>th</sup> April 2015.
24. On 16<sup>th</sup> of March 2015, the Plaintiffs received correspondence from Brooks and Brooks, Attorneys at law notifying that they were now acting for the defendants and gave notice of intention to set aside the default judgement. The judgement was set aside on the 27<sup>th</sup> of March 2015 on the grounds that the service of the original Acknowledgement of Service had been irregularly served and that the Plaintiff had in fact served described two defendants on the plaint. The Plaintiff was advised by the court to retain counsel to assist in re-filing the claim.
25. The plaintiffs obtained two estimates for the costs of rectifying the house, with an accompanying affidavit of one Henry Estacio, the Assistant Project Manager who did the estimate for Kozailly(CA#10b), the construction company. The plaintiffs also obtained an estimate for alternative accommodation at the Marriot Hotel(CA#14) and an estimate storage for 13 days at Mini Warehouse II.(CA #16)

26. That the plaintiffs are unable to afford the costs of rectifying the poor workmanship and the costs of alternative accommodation during the period it will take to complete the job, as also the costs of storage of furniture during the period that repairs could be done.

27. That the plaintiffs have suffered anxiety, inconvenience and the loss of amenities in the enjoyment of the house and continue to do so.

AND the Plaintiff Claims:

- 1) CI\$18,980.00 to remove and replace the tiling (photographs and quotations attached)
- 2) CI\$25.00 on materials purchased for the bathroom toilet.
- 3) Filing fee in the sum of CI\$250 dollars
- 4) Accommodation while work proceeds with cost to be assessed.
- 5) Storage cost for furniture with costs to be assessed
- 6) General damages to be assessed
- 7) Legal costs of CI\$1600.00 to date of filing



Plaintiff's Signature

**Acknowledgement of service of writ of summons (0.12, r.3)**  
**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE**  
**OF WRIT OF SUMMONS**

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person. After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.
2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).
3. If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.
4. If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.
5. If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.
6. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by installments or otherwise.

**See over for notes for guidance**

**Please complete overleaf**

## Notes for Guidance

GCR 1995 (Revised)

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name state on the "Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

GCR 1995 (Revised)

THIS WRIT was issued by BRADY, Attorneys-at law whose address for service is B6 Trinity Square, Eastern Avenue, Georgetown, Grand Cayman, Tel: 946 -3202/ 323- 1967

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**CAUSE NO.            OF 2015**

**BETWEEN:**

CONSTANTINO ANGGAWAY AYDOC & ANALYN FEBRERO AYDOC

Plaintiff

**AND:**

LORIMAR DEVELOPMENT LIMITED

Defendant

**ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY. Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)  
 yes  no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)

yes  no

Service of the Writ is acknowledged accordingly

(Signed).....  
attorney for

\_\_\_\_\_  
Defendant's Signature

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

This plaint was issued by BRADY, Attorneys-at-law whose address for service is B6 Trinity Square, Eastern Avenue, George Town Grand Cayman. Tel: 946 - 3202, 323-1967

**Notes on address for service**

Attorney: where the Defendant is represented by an attorney, state the attorney's place of Business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference below.

CRISTER BRADY  
C/O BRADY, ATTORNEYS-AT-LAW  
B6 TRINITY SQUARE  
EASTERN AVENUE, GEORGETOWN  
GRAND CAYMAN

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the space below.

GCR 1995 (Revised)

THIS WRIT was issued by BRADY, Attorneys-at law whose address for service is B6 Trinity Square, Eastern Avenue, Georgetown, Grand Cayman, Tel: 946 -3202/ 323- 1967

# OFFER TO PURCHASE

Issued by CENTURY 21 Thompson Realty

**ALL PERSONS SIGNING THIS DOCUMENT ARE ADVISED TO READ IT CAREFULLY**  
*This is not a standard CIREBA contract*

This Offer to Purchase is made the 1st day of FEBRUARY, 2012  
and shall be open for acceptance until 8th day of FEBRUARY, 2012

**TO: LORIMAR DEVELOPMENT LTD.**

Hereinafter known as the "Vendor" which expression shall include the Vendor's nominee, successors or assigns whomsoever.)

**BY: CONSTANTINO ANGGAWAY AYDOC AND ANALYN FEBRERO AYDOC**

(Hereinafter known as the "Purchaser" which expression shall include the Purchaser's nominee, successors or assigns whomsoever.)

**1. The Property:**

Registration Section: Savannah Block: 28C Parcel: 523 H 2  
Described as: Lorimar Heights, Phase 5, Unit # 19

**2. Purchase Price:**

The total purchase price is CI \$ 57,000.00 Fifty-seven Thousand Cayman Island Dollars

**3. Manner of Payment:**

- |    |   |      |           |
|----|---|------|-----------|
| a. | Initial Deposit paid on signing of this Offer to Purchase for which receipt is hereby acknowledged                        | CI\$ | 1,000.00  |
| b. | Additional deposit by way of periodic payment to be paid directly to Vendor, prior to Completion, in the amount of:       | CI\$ | 9,150.00  |
| c. | The balance of the purchase price of:<br>shall be paid and delivered to the Vendor or his authorized agent at Completion. | CI\$ | 46,850.00 |

**TOTAL PURCHASE PRICE: CI\$ 57,000.00**

- d. All deposit monies paid by the Purchaser shall be held by the Vendor's authorized agent who is CENTURY 21 Thompson Realty as the stakeholder and the total amount of deposit in (a) and (b) (the deposit) above shall be held in trust at all times (subject to the terms and conditions set forth in this Offer to Purchase) until Completion, at which time all such monies shall be paid over to the Vendor.
- e. The deposit monies shall not be paid over to the Vendor prior to the Completion unless agreed in writing by both Purchaser and Vendor.

Please Initial:

Purchaser(s):

Vendor:

<i>[Signature]</i>
<i>[Signature]</i>

4. **Completion**

Completion will take place on or before **31 May 2012** at the Vendor's attorney/agent or any such place as both Purchaser and Vendor may agree. At Completion:

- a. The vendor shall deliver to the Purchaser or his agent a valid and duly executed instrument of transfer and any other such documents and assurances as are required in order to fully and completely effect the legal and valid transfer of absolute or leasehold title, including Land Certificate, if any.
- b. The Purchaser shall have vacant possession of the Property which shall be free from all leases, tenancies or licenses whether or not registered, unless otherwise stated herein.

5. **Conditions to Purchase**

This Offer to Purchase is made subject to the following additional conditions (if any) all of which may be unilaterally waived by the Purchaser by written notice, unless to the benefit of the Vendor.

- 1) Subject to the execution of a contract between Vendor & Purchaser to construct a house on the Registered Block & Parcel referred to as **28C 523 Unit #19**, to be executed on or before end of business on the date of this Agreement.
- 2) Subject to the satisfactory review of **Strata # 614, identical to those to be filed for 28C 523** By-Laws, Purchaser to confirm in writing on or before end of business before **8 FEBRUARY 2012**.

6. **Fixtures**

All fixtures presently located on the property shall be included in the Purchase Price, unless otherwise stipulated in this agreement.

7. **Chattels**

Not applicable.

8. **Adjustments**

All adjustments for the property including but not limited to utility charges, rents, insurance, damage and security deposits shall be made as at Completion and apportioned on a daily basis between the Vendor and the Purchaser. In the event this transaction involves a Strata Lot as defined in the Strata Titles Registration Law (2005 Revision), any assessment owed to the Strata Corporation which has been invoiced before Completion is the responsibility of the Vendor unless otherwise stipulated by this Offer to Purchase.

9. **Payment of Fees**

The stamp duty and registration fees arising hereunder shall be borne by the Purchaser and each party hereto shall pay the legal fees of any attorney that may be retained by them.

10. **State of the Property and the Chattels**

The property and the Chattels shall be deemed to be purchased with full notice of the present state and condition subject to normal wear and tear occurring after the date hereof and prior to the Completion (unless otherwise stipulated in this agreement). On Completion, the Property shall be vacant and free of all tenancies except as may be stated herein.

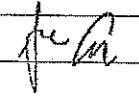
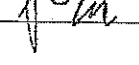
11. **Overriding Interests**

The Vendor warrants that he knows of no overriding interests as mentioned in Section 28 of the Registered Land Law (2004 Revision), (as may be amended from time to time), which affect the Property other than those, if any, already declared or apparent from an inspection of the Property and the said Property is sold subject to any such overriding interests that may exist.

Please Initial:

Purchaser(s):

Vendor:

**12. Identity of the Property**

- a. The Purchaser admits to the identity of the Property and Chattels with that comprised in the title offered by the Vendor under this Agreement and agrees that:-
  - 1. The Property and Chattels are correctly described
  - 2. No error or misdescription unless fundamental in nature made or given in respect of the Property or the Chattels whether made or given by the Vendor or by any one on his behalf shall annul this Agreement.
  - 3. The Property is sold subject to any appurtenances, encumbrances, restrictions or other notifications which may affect the Property other than any Charge or Caution currently entered on the Register and.
  - 4. The Property is sold and the Purchaser shall take title subject to the provisions of the Registered Land Law (2004 Revision) and the Development and Planning Law (2004 Revision), as amended from time to time.
- b. The following provisions shall apply only if the Property is a Strata Lot as defined by Strata Titles Registration Law (2005 Revision). The Purchaser agrees that the Property shall be sold and that he shall take title thereto and possession thereof subject to the provisions of the Strata Titles Registration Law (2005 Revision) as may be amended from time to time in general and the following matters in particular:
  - 1. The Strata Plan No. for **28C 523** (the "Strata Plan") and the Registered By-laws of the Proprietors Strata Plan No. for **28C 523** to be identical to Strata Plan No. 614 (of which By-laws the Purchaser acknowledges sight and acceptance) as the same may be amended from time to time.
  - 2. The unit entitlement of the Strata Lot and all other matters from time to time contained in or endorsed upon or annexed to the Strata Plan;
  - 3. All easements including those for support, shelter and services and all other rights and liabilities expressed or implied in favour of or against a Strata Lot proprietor or a Strata Lot by virtue of law, equity, statute or otherwise.

**13. Search and Caution**

The Vendor will if requested by the Purchaser or his agent furnish the Purchaser with a copy of the entries on the Land Register and of a sufficient extract of the relevant Registry map and supply a written authority to inspect the Register relating to the Property and a consent to a Stay of Registration. The Purchaser shall be entitled to lodge a caution and/or stay of registration on the register relating to the Property. In the event of the Agreement being rescinded or there being a default by the Purchaser, the Purchaser shall remove such caution and/or stay or registration immediately and the Purchaser hereby appoints the Vendor as its fully authorized Attorney and agent to remove same upon the Purchaser failing to do so.

**14. Requisitions and Objections**

The Purchaser shall be entitled to make requisitions and objections with respect to title to the Property. All such requisitions and objections shall be made within 21 days from acceptance by the Vendor hereof and further objections and requisitions arising from a reply shall be delivered within 14 days of the delivery of such reply. If the Purchaser shall insist upon any requisition or objection with which the Vendor may be unable or unwilling to comply and shall not within 10 days after being called upon to do so withdraw or waive the same the Vendor may by notice to the Purchaser rescind this Agreement. Upon the Agreement being so rescinded, the Purchaser shall be entitled to a return of the deposit and all other monies (if any) paid hereunder but not to any further payment by way of interest, compensation, costs or otherwise and shall forthwith return to the Vendor all papers furnished by the Vendor in relation to the sale.

**15. Payment by Cheque**

It is expressly agreed that should any of the monies referred to herein be paid by cheque or other form of bill of exchange, then none of the rights and obligations herein credited shall have effect until the cheque or other form of bill of exchange has been cleared and honoured in the Cayman Islands.

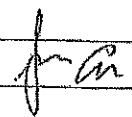
**16. Risk**

Notwithstanding any rule of law, risk in the Property and the Chattels shall pass to the Purchaser on Completion. All buildings and chattels included in the sale will remain at the risk of the Vendor until Completion, and all insurance policies and the proceeds thereof will be held in trust for the parties as their interests may appear

Please Initial:

Purchaser(s):

Vendor:



**17. Right to Rescind**

- A. The deposit shall forthwith be refunded if:
  - (1) This Offer to Purchase is not accepted, or
  - (2) A condition is not satisfied and neither party shall have any further rights of action or claim of any nature against the other in respect thereof.
- B. If this Offer to Purchase is accepted and all the conditions are satisfied:
  - (1) Should the Vendor fail to perform, the Purchaser may at his option
    - I. pursue any remedy available to him at law or in equity; or
    - II. demand a refund of the deposit and any other monies paid by him hereunder and on receipt of the same, this agreement shall be forthwith terminated and neither party hereto shall have any rights of action or claim of any nature against the other in respect hereof.
  - (2) Should the Purchaser fail to make any of the payments provided for herein on the due date (in respect of which time shall be of the essence) the Purchaser shall (upon receiving seven days notice of the Vendor's intention to do so) forfeit absolutely the deposit (or such part thereof as has been paid) together with any interest earned as liquidated damages and this agreement shall be forthwith terminated and neither party hereto shall have any further rights of action or claim of any nature against the other in respect hereof. If, however, the Vendor agrees to accept payments after the due date (which he may do so at his option), the Purchaser shall pay (in addition to said payment) interest at the rate of 3% per annum above the prime rate for the currency in which the Purchase Price is payable on said payment until paid.

**18 Interpretation**

In this Offer to Purchase, the masculine gender and the singular shall be construed as the feminine gender and the plural where the context so requires. This Offer to Purchase shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

**19. Entire Agreement**

This Offer to Purchase which includes any appendices referred to herein when executed by both parties is the complete agreement between the parties. The Purchaser hereby admits and declares that no statement, guarantee, promise, agreement warranty or representation, whether oral or written, has been made with or to him on or prior to the date hereof by the Vendor, by anyone acting or purporting to act on the Vendor's behalf, or by any real estate agent concerning the Property or otherwise which he relied upon, apart from as specifically set out in this Offer to Purchase. The Purchaser acknowledges that he has entered into this agreement after careful consideration and making his own enquiries and having obtained his own independent professional advice. The Purchaser further acknowledges the principle Buyer Beware applies and acknowledges he was not in any way induced into entering this agreement by any written or oral warranties (collateral or otherwise), covenants, guarantees, promises or agreements on the part of the Vendor or any real estate agent. This Offer to Purchase may be executed by each party in counterpart and exchanged and shall be allowed to be properly executed and binding if so executed and exchanged.

**17. Delivery of Documents**


For the purposes of this Offer to Purchase, all documents are considered to be delivered within three days of posting by express courier for foreign mail and registered for local mail to the Vendor or Purchaser at the address given below or such address as may be notified by either party to the other from time to time.

**18. Jurisdiction**


This document shall be subject to and in accordance with the laws of the Cayman Islands and the parties hereto submit to the jurisdiction of the Cayman Islands courts.

SIGNED AND DATED at CENTURY 21 Thompson Realty this 1st day of FEBRUARY, 2012

  
\_\_\_\_\_  
Witness to Purchaser

  
\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Witness to Purchaser

  
\_\_\_\_\_  
Purchaser

Please Initial: Purchaser(s): JA  
Vendor:

**19. Acceptance**

I, the undersigned Vendor of the Property, hereby accept the above Offer to Purchase and agree to complete the sale on the terms and conditions herein.

**20. Agreement to Pay Commission:**

I, the Vendor, hereby agree to pay the Listing Broker for services rendered in procuring this offer, a commission of: As per listing agreement which shall be payable at Completion.

SIGNED AND DATED at CENTURY 21 Thompson Realty this 1st day of FEBRUARY, 2012

\_\_\_\_\_  
Witness to Vendor

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Witness to Vendor

\_\_\_\_\_  
Vendor

**Purchaser's Particulars:** Name in full

Address

Telephone 1 (Land / Mobile)

Telephone 1 (Land / Mobile)

Fax

**CONSTANTINO ANGGAWAY AYDOC AND  
ANALYN FEBRERO AYDOC**

**281 South Church Street, Apt #1**

**P.O. Box**

**Grand Cayman, KY1-**

**928-6133**

**548-0039**

**email:**

**dhanrey202@yahoo.ca**

**anacon2007@yahoo.com**

**Vendor's Particulars:**

Name in full

Address

Telephone 1 (Land / Mobile)

Telephone 1 (Land / Mobile)

Fax

**Lorimar Development Ltd.**

**Galleria Plaza, West Bay Road**

**P.O. Box 30596**

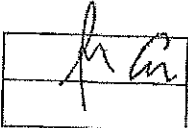
**Grand Cayman, KY1-1203**

**949-8811**

Please Initial:

Purchaser(s):

Vendor:



# OFFER TO PURCHASE

Issued by CENTURY 21 Thompson Realty

**ALL PERSONS SIGNING THIS DOCUMENT ARE ADVISED TO READ IT CAREFULLY**  
*This is not a standard CIREBA contract*

This Offer to Purchase is made the 2<sup>nd</sup> day of MAY, 2011  
and shall be open for acceptance until 6<sup>th</sup> day of MAY, 2011

**TO: LORIMAR DEVELOPMENT LTD.**

Hereinafter known as the "Vendor" which expression shall include the Vendor's nominee, successors or assigns whomsoever)

**BY: CONSTANTINO ANGGAWAY AYDOC**

(Hereinafter known as the "Purchaser" which expression shall include the Purchaser's nominee, successors or assigns whomsoever)

**1. The Property:**

Registration Section: Savannah Block: 28C Parcel: 523 H2  
Described as: Lorimar Heights, Phase 5, Unit # 19

**2. Purchase Price:**

The total purchase price is **CIS \$ 57,000.00** Fifty-seven Thousand Cayman Island Dollars

**3. Manner of Payment:**

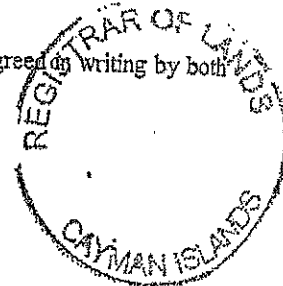
- a. Initial Deposit paid on signing of this Offer to Purchase for which receipt is hereby acknowledged **CIS 1,000.00**
- b. Additional deposit by way of periodic payment to be paid directly to Vendor, prior to Completion, in the amount of **CIS 9,150.00**
- c. The balance of the purchase price of: **CIS 46,850.00**  
shall be paid and delivered to the Vendor or his authorized agent at Completion.

**TOTAL PURCHASE PRICE: CIS 57,000.00**

- d. All deposit monies paid by the Purchaser shall be held by the Vendor's authorized agent who is CENTURY 21 Thompson Realty as the stakeholder and the total amount of deposit in (a) and (b) (the deposit) above shall be held in trust at all times (subject to the terms and conditions set forth in this Offer to Purchase) until Completion, at which time all such monies shall be paid over to the Vendor
- e. The deposit monies shall not be paid over to the Vendor prior to the Completion unless agreed in writing by both Purchaser and Vendor.

**APPROVED  
FOR STAMP DUTY**

*Purchase Account*  
VALUATION OFFICER  
STAMP DUTY CIS 3,420  
DATE 26 MAR 2012  
LSD 7495.00



Please Initial:

Purchaser(s):

Vendor:

*[Handwritten initials]*

**4. Completion**

Completion will take place on or before **31 December 2011** at the Vendor's attorney/agent or any such place as both Purchaser and Vendor may agree. At Completion:

- a. The vendor shall deliver to the Purchaser or his agent a valid and duly executed instrument of transfer and any other such documents and assurances as are required in order to fully and completely effect the legal and valid transfer of absolute or leasehold title, including Land Certificate, if any.
- b. The Purchaser shall have vacant possession of the Property which shall be free from all leases, tenancies or licenses whether or not registered, unless otherwise stated herein.

**5. Conditions to Purchase**

This Offer to Purchase is made subject to the following additional conditions (if any) all of which may be unilaterally waived by the Purchaser by written notice, unless to the benefit of the Vendor.

- 1) Subject to the execution of a contract between Vendor & Purchaser to construct a house on the Registered Block & Parcel referred to as **28C 523 Unit #19**, to be executed on or before end of business on the date of this Agreement
- 2) Subject to the Purchaser(s) obtaining Bank Financing from a local Class A Lending Institution to their sole & Arbitrary discretion, to enable them to purchase registered Block & Parcel **28C 523 Unit #19**, Financing must also be approved for the construction of a property with a value of at least **CI \$222,000.00** on or before end of business before end of business **20<sup>th</sup> May, 2011**.
- 3) Subject to the satisfactory review of **Strata # 614, identical to those to be filed for 28C 523 By-Laws**, Purchaser to confirm in writing on or before end of business before **20<sup>th</sup> May 2011**.

**6. Fixtures**

All fixtures presently located on the property shall be included in the Purchase Price, unless otherwise stipulated in this agreement.

**7. Chattels**

Not applicable.

**8. Adjustments**

All adjustments for the property including but not limited to utility charges, rents, insurance, damage, and security deposits shall be made as at Completion and apportioned on a daily basis between the Vendor and the Purchaser. In the event this transaction involves a Strata Lot as defined in the Strata Titles Registration Law (2005 Revision), any assessment owed to the Strata Corporation which has been invoiced before Completion is the responsibility of the Vendor unless otherwise stipulated by this Offer to Purchase

**9. Payment of Fees**

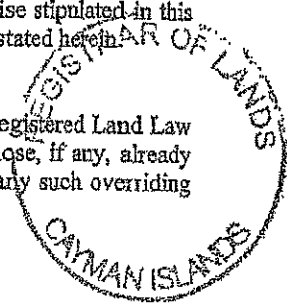
The stamp duty and registration fees arising hereunder shall be borne by the Purchaser and each party hereto shall pay the legal fees of any attorney that may be retained by them.

**10. State of the Property and the Chattels**

The property and the Chattels shall be deemed to be purchased with full notice of the present state and condition subject to normal wear and tear occurring after the date hereof and prior to the Completion (unless otherwise stipulated in this agreement). On Completion, the Property shall be vacant and free of all tenancies except as may be stated herein.

**11. Overriding Interests**

The Vendor warrants that he knows of no overriding interests as mentioned in Section 28 of the Registered Land Law (2004 Revision), (as may be amended from time to time), which affect the Property other than those, if any, already declared or apparent from an inspection of the Property and the said Property is sold subject to any such overriding interests that may exist.



Please Initial:

Purchaser(s):

Vendor:


19. Acceptance

I, the undersigned Vendor of the Property, hereby accept the above Offer to Purchase and agree to complete the sale on the terms and conditions herein.

20. Agreement to Pay Commission:

I, the Vendor, hereby agree to pay the Listing Broker for services rendered in procuring this offer, a commission of: As per listing agreement which shall be payable at Completion.

SIGNED AND DATED at CENTURY 21 Thompson Realty this 2<sup>nd</sup> day of MAY, 2011

[Signature]  
Witness to Vendor

[Signature]  
Vendor

Witness to Vendor

Vendor

Purchaser's Particulars: Name in full  
Address

*f. 481*

*f. 481* CONSTANTINO ANGGAWAY AYDOC *f. 481* *FEORERO*  
281 South Church Street, Apt #1  
P.O. Box  
Grand Cayman, KY1-  
928-6133  
548-0039  
email: 2002 *f. 481*  
dhanrey202@yahoo.ca  
anacon2007@yahoo.com

*Analyt Aydoc*

Vendor's Particulars: Name in full  
Address

Lorimar Development Ltd.  
Galleria Plaza, West Bay Road  
P.O. Box 30596  
Grand Cayman, KY1-1203  
949-8811

Telephone 1 (Land / Mobile)  
Telephone 1 (Land / Mobile)  
Fax



Please Initial:

Purchaser(s):

Vendor:

[Signature]  
[Signature]

**12. Identity of the Property**

- a. The Purchaser admits to the identity of the Property and Chattels with that comprised in the title offered by the Vendor under this Agreement and agrees that:-
  - 1. The Property and Chattels are correctly described
  - 2. No error or misdescription unless fundamental in nature made or given in respect of the Property or the Chattels whether made or given by the Vendor or by any one on his behalf shall annul this Agreement.
  - 3. The Property is sold subject to any appurtenances, encumbrances, restrictions or other notifications which may affect the Property other than any Charge or Caution currently entered on the Register and.
  - 4. The Property is sold and the Purchaser shall take title subject to the provisions of the Registered Land Law (2004 Revision) and the Development and Planning Law (2004 Revision), as amended from time to time.
- b. The following provisions shall apply only if the Property is a Strata Lot as defined by Strata Titles Registration Law (2005 Revision). The Purchaser agrees that the Property shall be sold and that he shall take title thereto and possession thereof subject to the provisions of the Strata Titles Registration Law (2005 Revision) as may be amended from time to time in general and the following matters in particular:
  - 1. The Strata Plan No. for **28C 523** (the "Strata Plan") and the Registered By-laws of the Proprietors Strata Plan No. for **28C 523** to be identical to Strata Plan No. 614 (of which By-laws the Purchaser acknowledges sight and acceptance) as the same may be amended from time to time.
  - 2. The unit entitlement of the Strata Lot and all other matters from time to time contained in or endorsed upon or annexed to the Strata Plan;
  - 3. All easements including those for support, shelter and services and all other rights and liabilities expressed or implied in favour of or against a Strata Lot proprietor or a Strata Lot by virtue of law, equity, statute or otherwise.

**13. Search and Caution**

The Vendor will if requested by the Purchaser or his agent furnish the Purchaser with a copy of the entries on the Land Register and of a sufficient extract of the relevant Registry map and supply a written authority to inspect the Register relating to the Property and a consent to a Stay of Registration. The Purchaser shall be entitled to lodge a caution and/or stay of registration on the register relating to the Property. In the event of the Agreement being rescinded or there being a default by the Purchaser, the Purchaser shall remove such caution and/or stay or registration immediately and the Purchaser hereby appoints the Vendor as its fully authorized Attorney and agent to remove same upon the Purchaser failing to do so.

**14. Requisitions and Objections**

The Purchaser shall be entitled to make requisitions and objections with respect to title to the Property. All such requisitions and objections shall be made within 21 days from acceptance by the Vendor hereof and further objections and requisitions arising from a reply shall be delivered within 14 days of the delivery of such reply. If the Purchaser shall insist upon any requisition or objection with which the Vendor may be unable or unwilling to comply and shall not within 10 days after being called upon to do so withdraw or waive the same the Vendor may by notice to the Purchaser rescind this Agreement. Upon the Agreement being so rescinded, the Purchaser shall be entitled to a return of the deposit and all other monies (if any) paid hereunder but not to any further payment by way of interest, compensation, costs or otherwise and shall forthwith return to the Vendor all papers furnished by the Vendor in relation to the sale.

**15. Payment by Cheque**

It is expressly agreed that should any of the monies referred to herein be paid by cheque or other form of bill of exchange, then none of the rights and obligations herein credited shall have effect until the cheque or other form of bill of exchange has been cleared and honoured in the Cayman Islands.

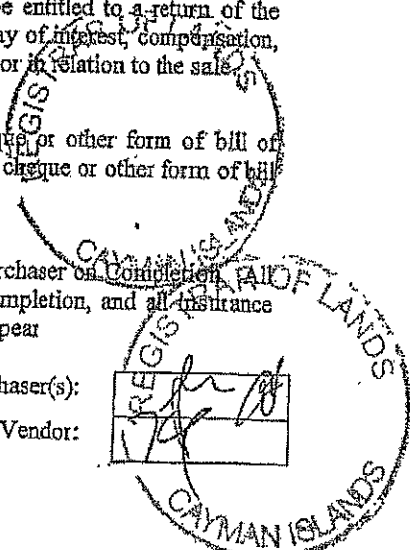
**16. Risk**

Notwithstanding any rule of law, risk in the Property and the Chattels shall pass to the Purchaser on Completion, and all buildings and chattels included in the sale will remain at the risk of the Vendor until Completion, and all insurance policies and the proceeds thereof will be held in trust for the parties as their interests may appear

Please Initial: Purchaser(s):

Vendor:

<i>[Signature]</i>
<i>[Signature]</i>





**LORIMAR DEVELOPMENT LTD.  
Grand Cayman B.W.I.**

**CONTRACT TO CONSTRUCT**

Unit No. **19**

THIS AGREEMENT is made the 1st day of FEBRUARY, 2012

**BETWEEN:** Lorimar Development Ltd.  
of P.O. Box 30596 SMB, Grand Cayman, B.W.I., a Company duly incorporated under the laws of the Cayman Islands ("the Developer")

**AND:** CONSTANTINO ANGGAWAY AYDOC AND ANALYN FEBRERO AYDOC

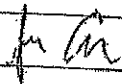
of: 281 South Church Street, Apt #1  
P.O. Box 904 SAV Grand Cayman, KY1 - 1503  
(Hereinafter known as the "the Customer" which expression shall include the Customer's nominee, successors or assigns whomsoever.)

**WHEREAS:-**

- (1) The Customer has executed an Offer to Purchase in respect to the Parcel of Land being **Block 28C Parcel 523 H\_2\_\_**, Unit # 19 'the Lot' and has retained the Developer to construct a house on it.
- (2) The Developer has obtained planning permission from the Central Planning Authority to construct the house. The Developer will retain a reputable builder to build this house for the Customer and plans to develop the remaining lots on the Parcel in phases containing other houses /condominiums, which will be included in the Strata Plan and will build the Development in accordance with the approved plans.

Please Initial: Purchaser(s):

Vendor:



NOW IT IS AGREED as follows:-

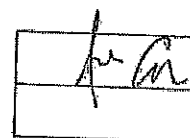
1. DEFINITIONS

In this Agreement unless inconsistent with or repugnant to the context:-

- (1) "the Attached Plan" means the plan annexed and marked "A";
- (2) "Body Corporate" means the body corporate which comes into existence on registration of the Strata Plan;
- (3) "the Chattels" means the chattels specified in the inventory set out in the Second Schedule;
- (4) "the Common Property" means so much of the Parcel (including all buildings, driveways, landscaping, leisure facilities, walls and other constructions or erections whatever at or on the Parcel) as is not comprised in any Lot;
- (5) "the Consultant" means such person as the Developer from time to time appoints as supervising Architect, Quantity Surveyor or other supervisory cost and/or quality consultant;
- (6) "the Development" means the complex the subject of the Strata Plan, to be known as "Lorimar Phase V or more generally, any of the other phases of the Lorimar Development together with Phase V".
- (7) "the Law" means The Strata Titles Registration Law and any regulations made under it;
- (8) "Lot" means a strata lot shown as such in the Strata Plan;
- (9) "the Parcel" means the land referred to in the first recital being the land comprised or to be comprised in the Strata Plan;
- (10) "the Price" means the sum set out in the Third Schedule, allocated as set out in it, payable in the manner set out in the Third Schedule;
- (11) "the Property" means the unit described in the First Schedule;
- (12) "the Customer" means the second party named in this Agreement and "the Proprietor" means owner of the Property;
- (13) "the Strata Plan" means the Plan filed or to be filed by the Developer in respect to the Development in the Land Registry under the provisions of the Law;

Please Initial: Purchaser(s):

Vendor:



- (14) "Unit Entitlement" means unit entitlement as defined by the Law and as enumerated in the Strata Plan;
- (15) "the Developer" means the first party named in this Agreement;
- (16) singular words include the plural and vice versa, and words of one gender include any other gender; and
- (17) the expressions "the Developer" and "the Customer" include the respective assigns and successors in title, heirs, nominees or Personal Representatives of each of them save that "the Customer" may not assign his/her rights or obligations under this agreement.

2. CONDITION

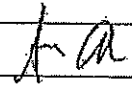
This Agreement and the completion of it is subject to and conditional on registration of the Strata Plan by the Registrar of Lands and if registration is not effected prior to the issue of Certificate of Occupancy of the house to be built on the Lot either party may terminate this Agreement by notice given to the other party at any time after the expiration of one month following the issue of the Certificate of Occupancy. Should this Agreement so terminate, all money paid by the Customer under it must be refunded by the Developer in full without interest within thirty (30) days of the date of termination together with any amount paid by the Customer in respect to the Lot and the Customer will execute such documents as are required to transfer to and vest in the Developer all his interest in the Lot and neither party will have any further right or claim against the other arising out of or in any way connected with this Agreement.

3. CONSTRUCTION

- (1) The Developer warrants to the Customer that it will commence construction on or before 1 FEBRUARY 2012 and (subject to the later provisions of this clause) will by the 31 MAY 2012 complete construction of the house which the Customer is contracting the Developer to build together with any required works within the Common Property in a proper and workmanlike manner and in compliance with all Government consents, regulations and statutory requirements in accordance with the plans, elevations and specifications prepared on behalf of the Developer and approved by the Central Planning Authority, copies of which are kept at the offices of the Developer, all of which are open to inspection by the Customer who is deemed to have notice. The house must be built in accordance with the plans approved by the Central Planning Authority of the Cayman Islands as they are at present in existence, but the Developer has the right to make such reasonable modifications to them as it deems fit provided the modifications do not materially affect the appearance or the structure of the house.
- (2) Developer will construct the house in accordance with the approved plans subject only to such minor variations and modifications as the Developer may deem necessary. In the event that the Developer has not started construction by the laying

Please Initial: Purchaser(s):

Vendor:

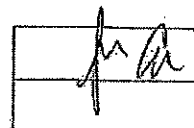


of the foundation for the development on or before the **1 FEBRUARY 2012** the Customer may, in writing, terminate this Agreement. Should this Agreement so terminate, all money paid by the Customer under it must be refunded by the Developer in full without interest within thirty (30) days of the date of termination together with any amount paid by the Customer in respect to the Lot and the Customer will execute such documents as are required to transfer to and vest in the Developer all his interest in the Lot and neither party will have any further right or claim against the other arising out of or in any way connected with this Agreement.

- (3) Notwithstanding anything to the contrary in this Agreement, if the Developer is unable to continue the construction of the Development by reason of force majeure as defined below, the obligations of the parties will be suspended until such time as construction can proceed (as to which a certificate of the Consultant will be final and conclusive), and the Developer or Customer may within ninety (90) days of the happening of an event which constitutes force majeure determine this Agreement upon which the Developer will and repay to the Customer all money paid under it without interest together with any amount paid by the Customer in respect to the Lot and the Customer will execute such documents as are required to transfer to and vest in the Developer all his interest in the Lot. In this clause "force majeure" means any event or circumstance whether arising from natural causes, human agency or otherwise beyond the reasonable control of the Developer or Customer, including (but without prejudice to the generality of the above provisions) Acts of God or the Queen's enemies, fire, storm, hurricane, earthquake, explosion, perils of the sea, flood, tidal wave, sea water damage, drought, war, riot, civil commotion, sabotage, accident, embargo, strike lockout or other labour dispute, economic recession, shortage of labour or materials or significant price increases in respect to labor or materials caused by force majeure in other jurisdictions.
- (4) Upon receipt of the Certificate of Occupancy for the house and the serving of notice to complete by the Developer, the Customer will have seven days to inspect the house and identify any faults and provide notice of such faults in writing. Such faults will be rectified by the Developer prior to Completion and the date for Completion may be extended for up to sixty days to allow the Developer to remedy such faults. Any remedial action shall be inspected and certified by the Consultant whose decision shall be final.

4. **PRICE, HOW PAYABLE AND RELATED MATTERS**

- (1) The Developer and the customer agree that the cost for the construction of the house together with the specified Chattels is included in the Price.
- (2) The Price is payable in installments and is payable in accordance with the Third Schedule.
- (3) The Developer is entitled to use the payments set out above in the construction of the house.



(4)

All money payable to the Developer under this Agreement by the Customer must be paid to the Developer's Agent, CBNTURY 21 Thompson Realty, Grand Cayman B.W.I., or as the Developer in writing directs. If any payment is made by cheque or other negotiable instrument which is not duly honoured on presentation, the Customer will immediately and without notice be in default under this Agreement. Payment under this Agreement will not be deemed to be received until any cheque or other negotiable instrument tendered by or on behalf of the Customer has been cleared in the Cayman Islands. The deposit must be held in trust for the Customer by the Agent until the start of construction at which time it will be paid over to the Developer.

(5)

The Developer must produce to the Customer as evidence of completion of each of the Stages set out in the third schedule, a certificate to that effect from the Consultant, and that certificate will be conclusive proof of the matters certified in it and the sums payable in consequence of it, and will be final and binding on the Customer, and those sums must be paid to the Developer within seven (7) days of service of that certificate on the Customer or his attorney-at-law and as regards the final payment in accordance with the provisions of clause 7.

(6)

If the Customer fails to make any payment falling due under this Agreement on the due date then, without prejudice to the provisions of clause 4(7) or any other rights which the Developer may have as a result of that failure, the Customer will be liable to pay interest on the outstanding amount at the rate of ten percent (10%) per annum calculated from the date of default until the date of payment on a daily basis.

(7)

Notwithstanding anything to the contrary in this Agreement, if the Customer fails to make any payment referred to in this agreement on the due date, the Developer may without requiring the payment of interest and (if applicable) without tendering any title or offering possession by notice rescind this Agreement by giving notice of such rescission and upon the service of such notice the agreement shall be rescinded forthwith and the Developer shall keep the deposit together with such further amounts paid by the Customer and the Developer must refund to the Customer all money in respect of the contract to purchase the Lot in excess of ten percent of the purchase price of the Lot paid by the Customer without interest within thirty (30) days of the date of notice of rescission and the Customer will execute such documents as are required to transfer to and vest in the Developer all the Customer's interest in the Lot. The Developer shall have all further remedies available under the law, including but not limited to the enforcement of specific performance.

(8)

The Customer acknowledges that this agreement is contingent on the Customer making the timely payments of the Price as set out in this agreement. In order to construct the Property at the price in this contract the Developer relies on the part payments of the Customer in respect to which time shall be of the essence and in the event such payments are not made the Developer will suffer loss, damages, inconvenience and delay. The Customer agrees to the clause contained in paragraph 4(7) of this Agreement in the event of a termination by the Developer by reason of

Please Initial: Purchaser(s): Vendor:

Handwritten initials in a box.

the Customer's default in making payments.

5. **MATTERS RELATING TO THE STRATA PLAN**

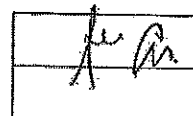
- (1) The Developer will use its best endeavours to procure registration of the Strata Plan in accordance with clause 2.
- (2) Immediately on registration of the Strata Plan the Developer must cause the Body Corporate to amend the by-laws in the First and Second Schedules to the Law so as to be in the form or substantially in the form of the by-laws set out in the copy by-laws kept in the office of the Developer and initialed by the parties for the purpose of identification and forming part of this Agreement. The Developer is entitled prior to the adoption of the by-laws to make such reasonable revisions to them as it sees fit and the Customer consents and will be deemed on completion to have consented to those amendments and to any such revisions.

The construction of the Development may be completed in two or more phases, and the initial Strata Plan amended on completion of each phase to include such parts of the Development as are not included in the initial Strata Plan (including the works within the Common Property). The Developer may, at the Developer's sole discretion, curtail or modify the Development including the phase containing the Lot. The Customer agrees that until such time as the Development has been completed and the Strata Plan amended to include all phases, any references in the by-laws to a majority, or a percentage or a fraction of Proprietors required to perform any act or thing is limited to that portion of the number of Strata Lots included in the Strata Plan at the relevant time, and that he/she as one of the proprietors of the Strata Corporation will not (1) vote as to block any changes to the Strata Plan or (2) vote to block any additions of Strata Lots to the Strata Plan, the sale of any part of the undeveloped parcel of which the common property forms a part or the combination of any parcel with the undeveloped parcel of which the common property forms a part or (3) vote so as to cause any additional fees to be assessed to those Lot holders added to the Strata Plan by reason only of their addition as registered proprietors.

- (3) The Customer for himself and his successors in title and assigns hereby waives any right he may have to object to the further development of the Parcel which may include but not exclusively the registration of one or more separate Strata Plans and hereby irrevocably consents to the use of the power, water, cable and sewage facilities installed in and forming a part of the Common Property of the Strata Plan in order that any portion of the Development not included in the Strata Plan can be provided with power, water, cable and sewage services, provided that the Developer will procure that any additional costs arising from the use of these facilities by the adjoining development will be paid for by the strata corporation or other owner relating to such adjoining development

Please Initial: Purchaser(s):

Vendor:



6. POSSESSION

The Customer will be given and must take possession of the house on completion, on payment of the Price in full and all other money payable under this Agreement.

7. COMPLETION AND RELATED MATTERS

- (1) Completion must take place seven days after the Developer serves on the Customer or his Attorney-at-Law:-
  - (a) a Certificate of Occupancy of the house,
  - (b) a statement of the completion costs;
  - (c) a statement of the maintenance charge payable to the Body Corporate under the provisions of its by-laws and the intervals at which it is payable; and
- (2) The final payment of the Price must be completed on the date set for completion at the offices of the Developer or the Developer's Agent.
- (3) At completion the Customer must make the following payments:-
  - (b) the balance of the Price;
  - (c) the amount of the maintenance charge payable to the Body Corporate for the period from the date of completion (or possession if earlier) to the last day of the month next succeeding the month in which completion takes place, and;
  - (d) his portion of prepaid insurance or other prepaid expenses and any other money payable by him under this Agreement .
  - (d) any balance outstanding in respect to the Offer to Purchase dated 1st day of FEBRUARY, 2012 between the Developer and the Customer
- (4) On the date set for completion in exchange for the payments under sub-clause (3) of this clause:-
  - (a) the Developer must deliver to the Customer or his Attorney-at-Law a copy of the certificate of occupancy in respect of the Property and all documents (if any) as are required to enable the Customer to occupy and enjoy the Property free of encumbrances save as provided for in this Agreement.
  - (b) Title to the Chattels will pass to the Customer at delivery.

- (5) The Developer must bear and pay to the Body Corporate calculated on a daily basis, all outgoings (if any) in respect of the Property up to and including the date of completion (or possession if earlier) and the Customer must bear all outgoings after that date and pay his share, if any, on completion.

8. TERMINATION BY CUSTOMER

Except as otherwise expressly provided in this Agreement, if the Customer at any time terminates this Agreement as a result of any default on the Developer's part, the Developer must refund all money paid by the Customer without interest within thirty (30) days of the date of termination together with any amount paid by the Customer in respect to the Lot and the Customer will execute such documents as are required to transfer to and vest in the Developer all his interest in the Lot and this will be the Customer's only remedy, either at law or in equity, and on that payment neither party will have any further right or claim against the other arising out of or in any way connected with this agreement.

9. TIME OF THE ESSENCE/NO WAIVER

Time will be of the essence of this Agreement with regard to all of the Customer's and Developer's obligations under it and in the absence of an express written agreement to the contrary, no neglect, forbearance or extension of time for payment or other indulgence whatever granted by the Developer or its Attorney-at-Law whether given before or after default (whether original or recurring) will be construed as a variation or waiver of this condition or the right to enforce or take advantage of it and should any forbearance or extended date for payment or other indulgence be granted by express written agreement, time will be of the essence in relation to it without further act or notice by the Developer, unless expressly waived in writing by the Developer.

10. NOTICES

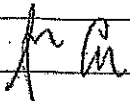

All notices must be in writing. Service of any notice or document under or relating to this Agreement:-

- (1) may be effected by addressing and posting it by prepaid registered post to the party to be served at his address stated in this Agreement (or such other address as either party may from time to time notify the other) or to his Attorney-at-Law, and will be deemed to be served four (4) days after the date of posting;
- (2) will be sufficiently effected on a party if delivered to the party or to his Attorney-at-Law personally.

Page 8 of 15

Please Initial: Purchaser(s):

Vendor:

11. **COMPLETE AGREEMENT CONTAINED IN THIS DOCUMENT**

This Agreement is the complete agreement between the parties and can only be varied by an express agreement in writing. The Customer acknowledges that there are no oral or written warranties (collateral or otherwise), covenants, guarantees, promises or agreements on the part of the Developer other than those expressly set out in this Agreement. Each paragraph or subparagraph of this agreement shall be treated as independent of the other paragraphs or subparagraphs so that if one or more is held to be invalid for any reason, the remaining shall be valid to the extent that they are not affected. Whilst the undertakings of the parties to this agreement are considered by the parties to be reasonable in all the circumstances, if one or more is held invalid or unreasonable for any reason and it would have been held valid if part of the wording had been deleted, the period reduced or the range of activities or area dealt with reduced in scope, the undertakings shall apply with such modifications as may be necessary to make them valid.

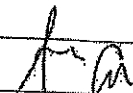

12. **CLAUSE HEADINGS**

The clause headings are included in this Agreement for convenience only and have no legal effect on its construction.

15. **GOVERNING LAW**

This Agreement must be construed in accordance with the laws of the Cayman Islands and the courts of the Cayman Islands must be the exclusive forum for the determination of any disputes between the parties.

Please Initial: Purchaser(s):  
Vendor:

**THE FIRST SCHEDULE**

**DESCRIPTION OF PROPERTY**

The house on Strata Lot 2 in Strata Plan for Block 28C Parcel 523, a part of the Lorimar Development, shown on the Attached Plan A and Plan B

Please Initial: Purchaser(s):

Vendor:

<i>fr</i>	<i>in</i>

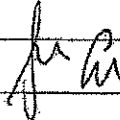
THE SECOND SCHEDULE

INVENTORY APPLIANCES INCLUDED

- Side by side Refrigerator with ice and water dispenser in door
- 30 inch electric Range
- Microwave/Range Hood
- Dishwasher
- Washer / Dryer Water Heater 30 gallon capacity

Please Initial: Purchaser(s):

Vendor:



**THE THIRD SCHEDULE**

**PAYMENT OF THE PRICE**

- A. Upon the execution of this Agreement, the sum of TWO THOUSAND FIVE HUNDRED Cayman Islands Dollars (CI\$2,500.00) being the Deposit;
- B. THIRTY (30) days after the execution of this agreement, the further sum of TWO THOUSAND FIVE HUNDRED Cayman Islands Dollars (CI\$ 2,500.00);
- C. NINETY (90) days after the execution of this agreement, the further sum of TWO THOUSAND FIVE HUNDRED Cayman Islands Dollars (CI\$ 2,500.00);
- D. Seven (7) days after written notice from the Developer of Certificate of Occupancy, the further sum of ONE HUNDRES FIFTY-SEVEN THOUSAND AND FIVE HUNDRED Cayman Islands Dollars (CI \$ 157,500.00 ) being the balance of the Contract Price .
- E. The Total Contract Price being ONE HUNDRED AND SIXTY-FIVE THOUSAND Cayman Islands Dollars (CI\$ 165,000.00 ).

SIGNED on behalf of  
the Developer in the  
presence of:-

)  
)  
)  
)  
)  
)  
)

Lorimar Development Ltd.

¶.

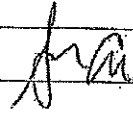
\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

DIRECTOR

Please Initial: Purchaser(s):

Vendor:



WAIVER

I/we declare that I/we have received in Independent Legal Advice in respect to the rights, obligations and liability of this Agreement and I/we understand the obligations and liability and the manner in which such liability could be enforced by the Developer. I/we acknowledge that the neither the Developer nor any real estate agent or person purporting to act on Developer's behalf has or will be providing advice in relation to the completion of the Agreement. I/we further acknowledge that the Developer's obligations under this agreement are those specifically set out in the Developer's undertakings therein and save for any rights of action arising specifically and without inference from these undertakings I/we hereby waive any rights of action whatsoever including but not limited to issues of interests, liabilities, losses, expenses, legal costs of any nature whether now or hereafter to become manifest that I/we may have against the Developer which may arise directly or indirectly out of or in connection with the completion of this Agreement or the completion of the Offer to Purchase referred to in clause 7 (4) (d) of this Agreement

SIGNED by  
the Customer in the  
presence of:-

*[Handwritten signature]*

Witness

Witness

Per:

*[Handwritten signature]*

Per:

*[Handwritten signature]*

Please Initial: Purchaser(s):

Vendor:

<i>[Handwritten initials]</i>

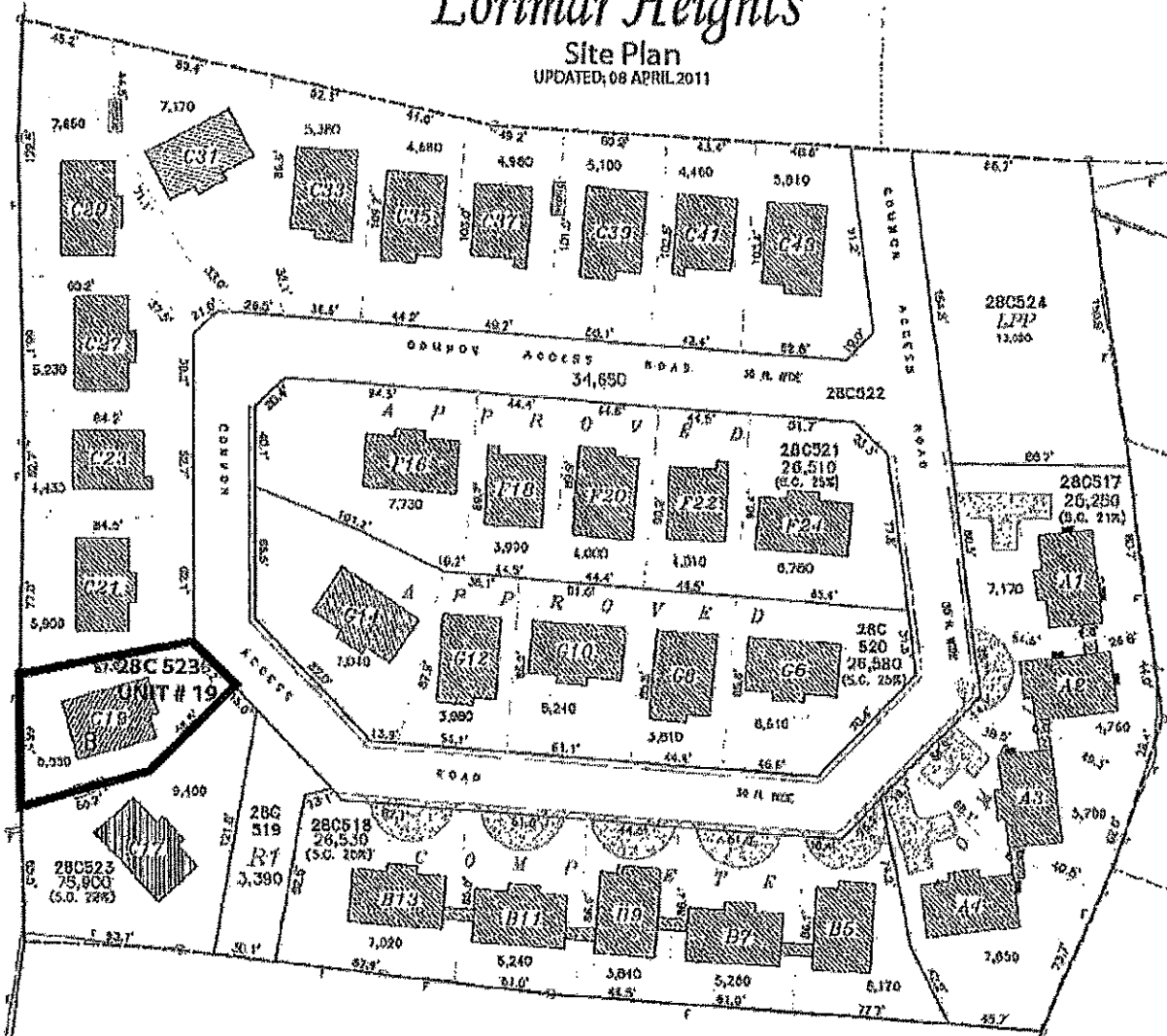
# Plan A

Site Map

## Lorimar Heights

Site Plan

UPDATED: 08 APRIL 2011



Please Initial: Purchaser(s):

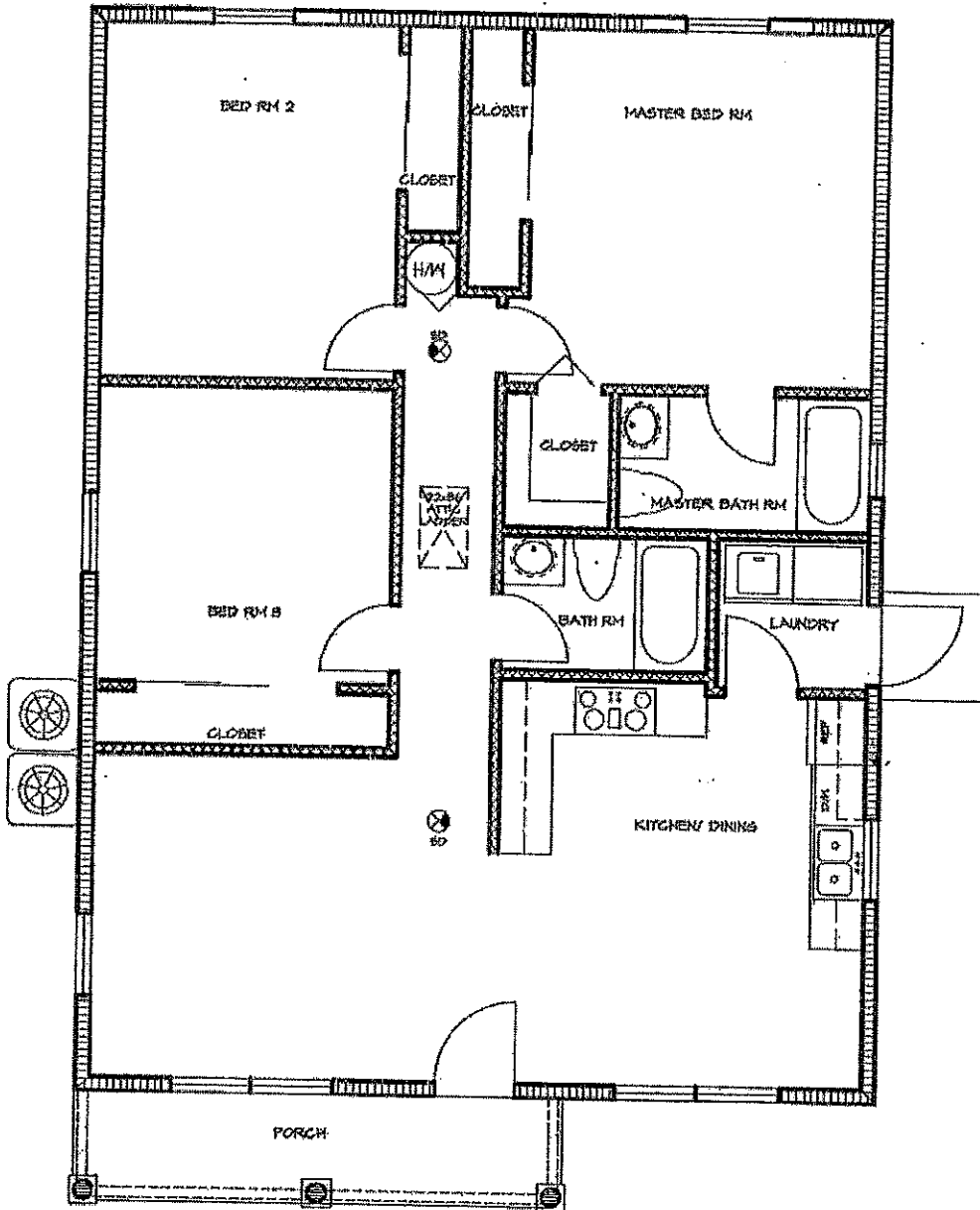
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# Plan B

Floor Plan

MODEL: B



Page 15 of 15

Please Initial: Purchaser(s):

Vendor:

*[Handwritten signature]*

Revised by AG for KT: 15 March 2011

EXHIBIT CA#1

# Lorimar Heights

THOMPSON  
Quality Homes



QUALITY 2 & 3 BR HOMES



ask for Carlos  
525-6731

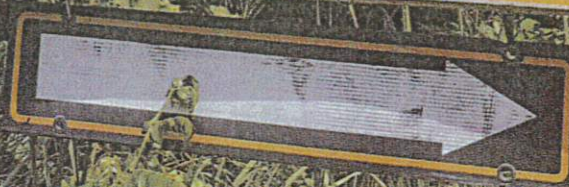


EXHIBIT CA#2

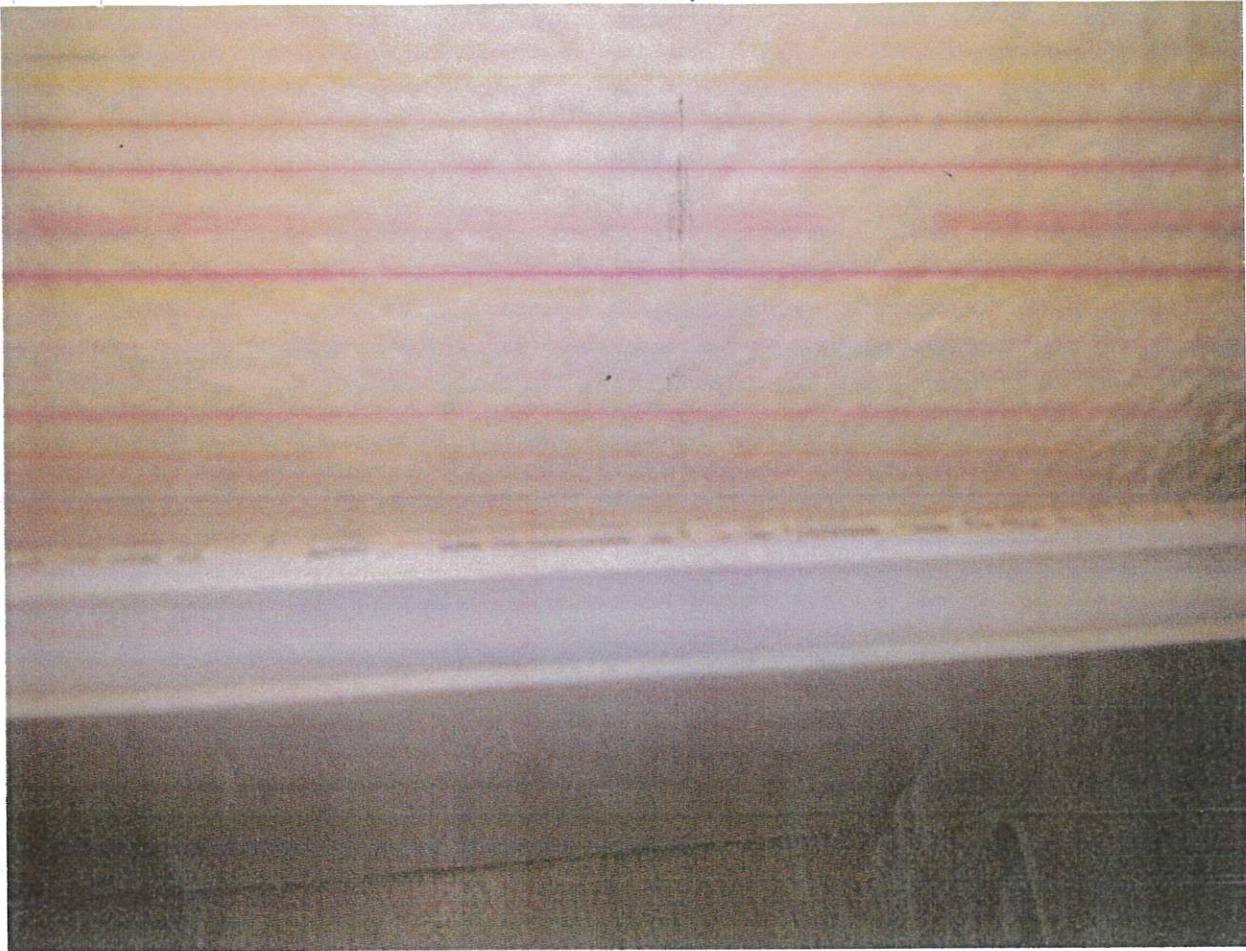


EXHIBIT CA#2



EXHIBIT CA#3

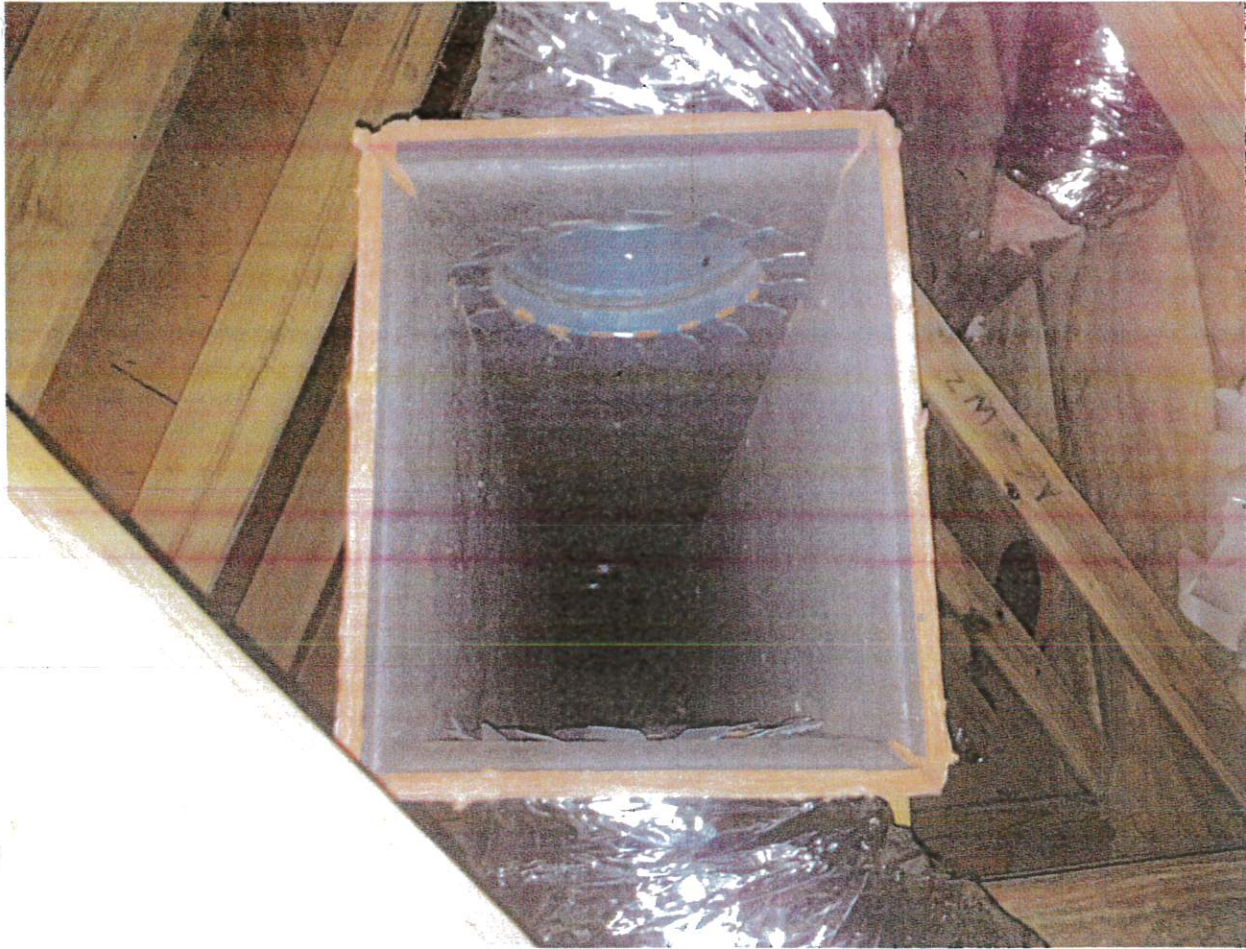


EXHIBIT CA#3



EXHIBIT CA#4



EXHIBIT C#4

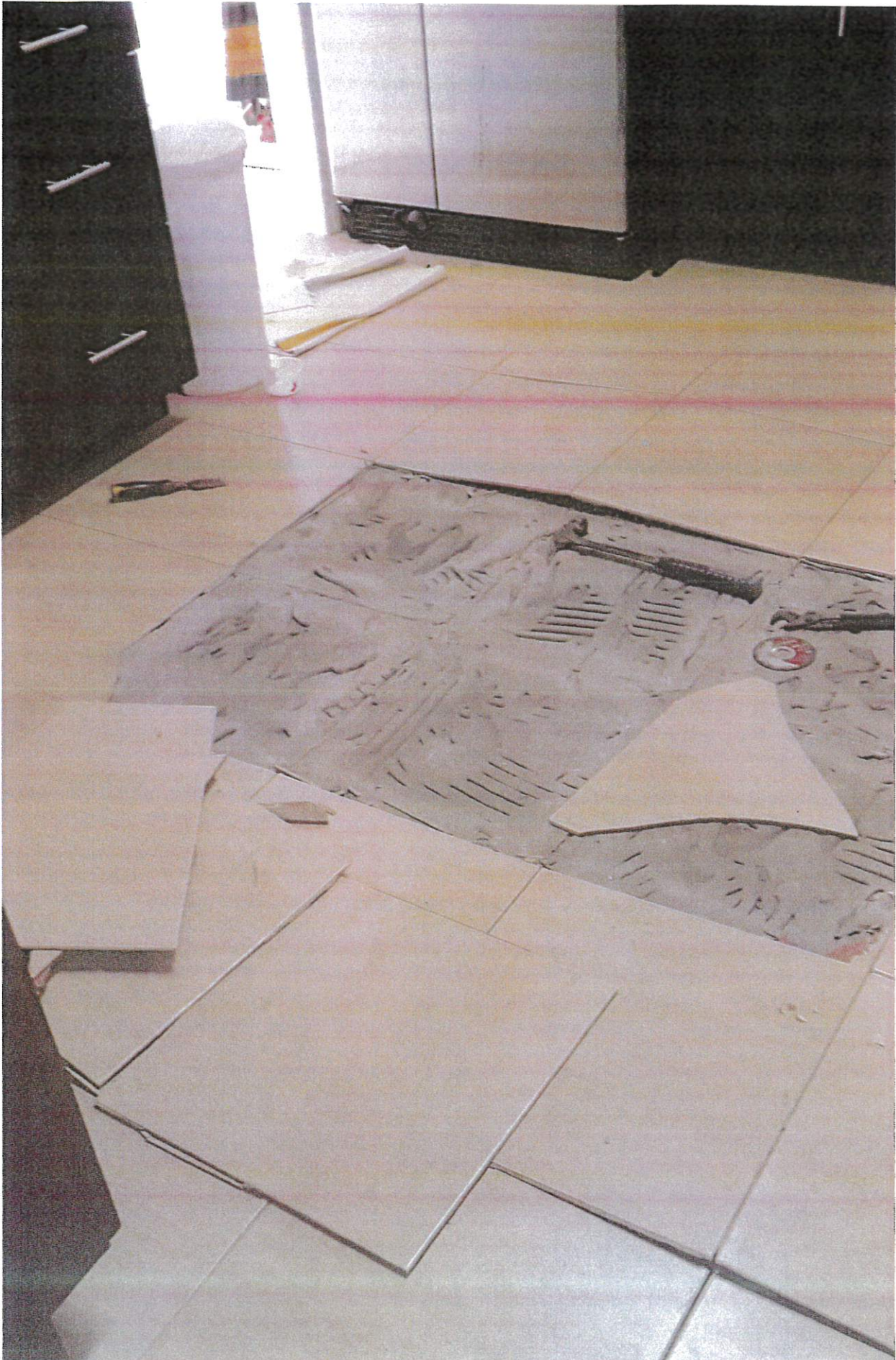


EXHIBIT CX#5



EXHIBIT CA #6













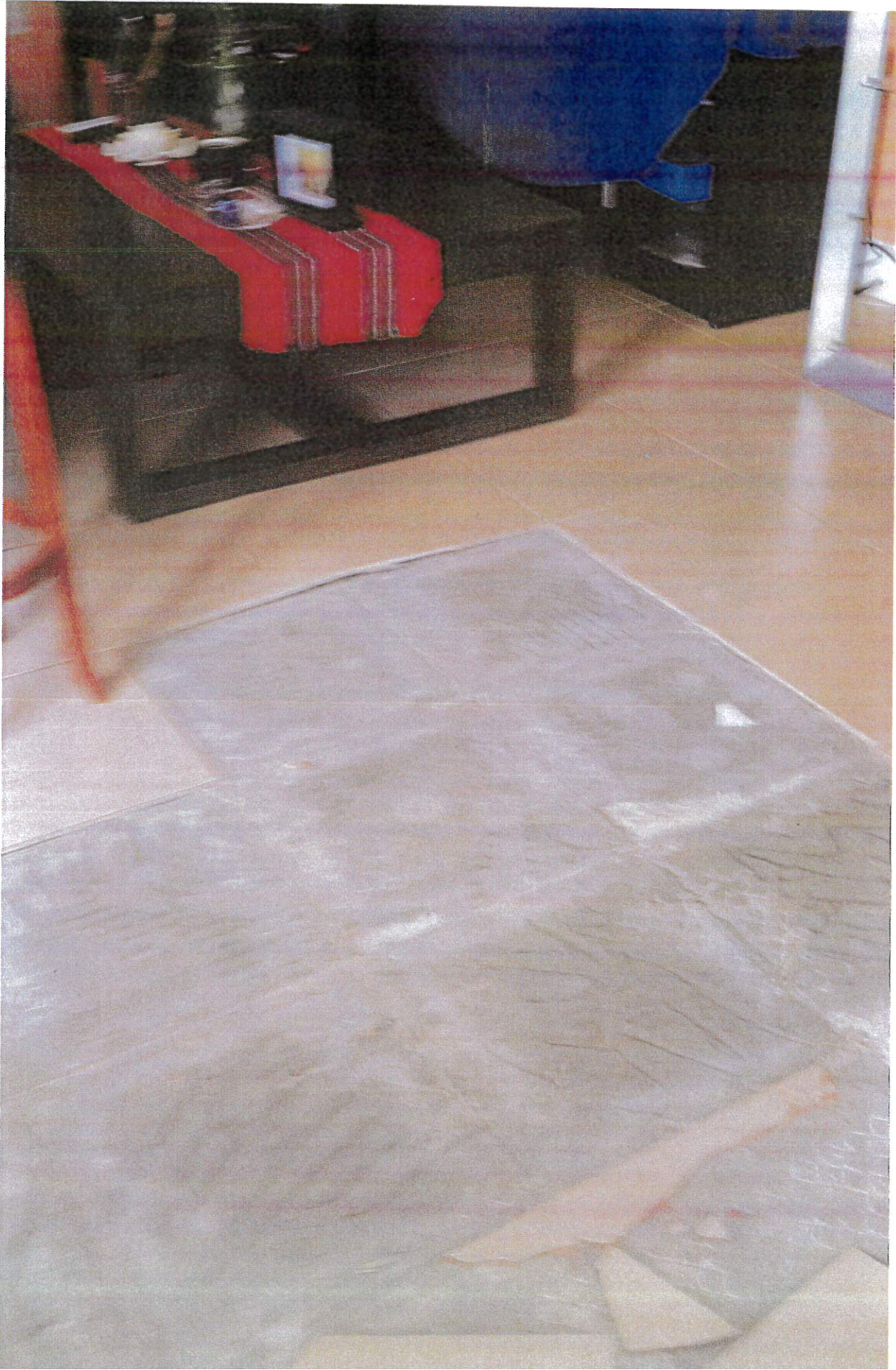












EXHIBIT CA #7

--- On Wed, 6/25/14, Howard McLaughlin <[hmclaughlin@century21cayman.com](mailto:hmclaughlin@century21cayman.com)> wrote:

From: Howard McLaughlin <[hmclaughlin@century21cayman.com](mailto:hmclaughlin@century21cayman.com)>  
Subject: Lorimar Heights - Update  
To: "'Dhanrey2002'" <[dhanrey2002@yahoo.ca](mailto:dhanrey2002@yahoo.ca)>  
Cc: "C21 Admin" <[admin@century21cayman.com](mailto:admin@century21cayman.com)>, "Kel Thompson" <[kelt@century21cayman.com](mailto:kelt@century21cayman.com)>, [carlos.sinclair@digicel.blackberry.com](mailto:carlos.sinclair@digicel.blackberry.com)

Received: Wednesday, June 25, 2014, 11:15 PM

Hi Dan,

I would like to summarize our most recent telephone conversation pertaining to your Property. Mr. Sinclair and the original tile sub-contractor attended your property on Tuesday 24th June, 2014 to inspect the tiling, upon observation the tile sub-contractor felt that the thin set may be defective, Paramount carpets and Tile have confirmed that there has been no call back on this particular line of tile.

Wednesday 25th June, 2014- Howard McLaughlin called Dan on behalf of Thompson Quality Homes to extend x2 separate proposals for his consideration

1. TQH to supply 1200 sq/ft of White 16"x16" Ceramic tile, thin set and grout at their cost. In addition TQH to provide x2 laborers at their cost, to assist with the removal of the existing tiles and ensure that the property remains clean & free of debris during the said works.

2. TQH to cover the labor cost of removing the existing tiles and thin set and relaying these tiles (to include the cost of thin set and grout as required). Paramount have confirmed that they no longer stock the line of tile, HM therefore proposed that tile from an unoccupied bedroom be used for the shortfall in the kitchen/living room in the short-term. Dan to be responsible for cost of supply and installation of flooring to the unfinished bedroom. Paramount is currently tracking as to whether they are able to source the original tile, as an alternative it was suggested to Dan that he could utilize an alternative floor covering in the bedroom e.g. Laminate or wood.

Dan categorically confirmed that he was not in agreement with either of the aforementioned proposals despite these being gestures of goodwill on the developer's part. Dan subsequently confirmed that he would not be willing to absorb any cost relating to the said works and stated he would pursue civil action in the matter.

Dan had brought to HM's attention concerns that the dust debris in the property may exacerbate a pre-existing medical condition of his wife's. HM has subsequently requested that Joanne Conolly (Corporate Manager) arrange for a cleaning company to attend the said property to industrially clean the unit at Dan's convenience, TQH to bear the cost of this. Should you wish to discuss the matter at hand further, please do not hesitate to seek my assistance in Mr. Thompson's absence.

Warmest Regards

Howard A. McLaughlin Associate Broker  
Office:(345) 949-2100  
Ext 244Fax:  
(345) 949-0610Cell:  
(345) [326-2600www.century21cayman.com](http://326-2600www.century21cayman.com)[hmclaughlin@century21cayman.com](mailto:hmclaughlin@century21cayman.com)

EXHIBIT CA#8

## LORIMAR HEIGHTS LTD.

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Our ref: KT/jc

Telephone: +1 345 945 0391

E-mail: [admin@century21cayman.com](mailto:admin@century21cayman.com)

27 June 2014

**BY HAND & E-MAIL**

Mr C A Aydoc  
19 Lorimar Heights  
Savannah

Dear Mr Aydoc

We understand from our Building Manager Carlos Sinclair, that you have experienced a number of tiles lifting from the floor of your house. While we note that this event is occurring in excess of some two years since you took possession of the house and is clearly not covered by any warranty, it is always our intention to assist our customers.

Before going any further therefore, let us make it clear that any assistance rendered is being rendered by the developer strictly on an ex-gratia basis.

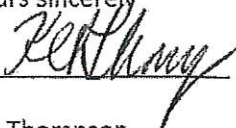
If you do not wish for our assistance in this matter, then we will respect your decision. On the other hand, if you would like our assistance, we are requesting permission to have our own personnel or nominees inspect the property with a view to working with you in finding a resolution. Please let us know, by contacting either Carlos on 5256731 or my assistant Joanne on 5268811 or by e-mail to [admin@century21cayman.com](mailto:admin@century21cayman.com) to arrange an inspection of the premises, at your earliest convenience.

Allow us to point out to you in the first instance, that the quotes you have obtained for removal of the tiles and replacing them, is far in excess of the price that is normally available to us in the market.

We also trust that the janitorial company we sent to your house yesterday, in order to clean the dusty atmosphere in the home, which we understand may have been affecting your wife's medical condition, cleaned the home to your satisfaction, but if this is not the case, we will be happy to rectify for you.

We await hearing from you.

Yours sincerely



Kel Thompson

To: admin@century21cayman.com  
Cc: Aydoc, Constante  
Subject: Unit 19 Lorimar Heights

EXHIBIT CA# 8A

Mr. Thompson

I received your letter dated 27th June 2014. I also received email from Howard McLaughlin on the 25th of June 2014 where he outlined our phone conversation and made two separate proposals. I told Howard that I am not in agreement on both proposals.

After reading your letter and Howard email in relation to my house problem, I think it would be just fair to reply you and give you my proposal but before I will go further let me point to you the following;

1. I purchased this property (BRAND NEW) from you Thompson Quality Homes Development through your agent Century 21st.
2. That I have just been living here for 2 years and 2 months.
3. That your definition of Quality Homes are not Quality in the sense that;

a. on my first month living in this QUALITY HOMES made by Thompson Quality Homes Development I already suffered inconvenience. the person you hired to install the AC is incompetent. D&G Air-conditioning. I have to file a complain because one of the bedroom was flooded due to water coming back from the AC PIPE. They HAVE TO CUT the already installed sheetrock and replace it. Both Carlos and Howard was informed.

I TRIED TO UNDERSTAND THAT SITUATION.

b. The PLUMBER you hired to install the Toilet Bowl was incompetent. The Toilet Bowl from the first bathroom was leaking. Water was coming from underneath the tiles and the plumber stated that the wax has to be changed. He asked me to purchased materials to which I agreed however to date it's been over a year that plumber did not make any effort despite of the several calls I made with him and Carlos. Again it was very inconvenient to me and my visitor as they SMELL UNPLEASANT ODOR coming out underneath the toilet bowl. Carlos was informed.

AGAIN I TRIED TO UNDERSTAND YOUR WORKER INCOMPETENCIES AND YOUR QUALITY OF HOMES YOU OFFERED ME. TILL NOW I AM SMELLING UNPLEASANT ODOR AND STILL WAITING FOR PLUMBER TO FIX IT.

c. Again you HIRED INCOMPETENT WORKER TO LAY OUT THE TILES, Sometime In May 2014 the tiles pop out from the bathroom I couldn't close the door as the tiles Impede from closing. I informed Carlos during which time he gave me one box of existing tiles he kept in the container and also stated that he will send his worker to fix it. I agreed to accommodate them on my day off however to date it was not fix.

d. On Thursday 19th June 2014 approximately 16 or 20 tiles pop out in the kitchen and dining area. 4 tiles formed a pyramid like and one of them had a crack. I spoke to Carlos and asked him to send someone to fix it. He stated that I have to find someone to work for the 16 tiles and he will pay them for CI\$100. He also stated that he will re check the container if he still had some existing tiles to replace the damage tiles. 3 box of existing tiles were then drop to my house by Carlos on Saturday 21st June 2014.

I then find two worker to come and fix the 16 tiles and on 22nd Sunday June 2014 I contacted Carlos to come before the works commence.

Carlos came and observed that WHENEVER THEY REMOVE THE BAD TILES THE NEXT GOOD TILES SOUNDED HOLLOW AND EVENTUALLY POP OUT. THE 16 TILES WORK BECOMES THE WHOLE DINING AND KITCHEN WORKS during which time Carlos stated that the workers can continue and he will pay their labor. on that evening the worker spoke with me and asked me that since IT WAS NOT A 16 TILES WORK they demanded that they will be paid in this pattern. CI\$1.50 to remove the THIN SET and CI\$1.50 to relay the tiles PER SQUARE FEET an additional .50 cents to remove the baseboard and re installing them plus they have to remove the cabinet as they stated that they can't cut the tiles underneath the cabinet. This was message to Carlos to which I did not received any reply. I called him twice however he did not answer his phone.

On Monday 23rd June I spoke to Howard and echoed my sentiments as to what transpired and also the worker demands if THEY WISH TO USE THE WORKER THAT STARTED THE WORKS. If not I told Howard that they can use their own worker to fix the tiles. Howard then spoke with Carlos and came back with some sort of negotiations. Howard stated that they can't pay the aforementioned payments as it was too high and made a negotiations that if they are willing to be paid CI\$2.00 PER SQUARE FOOT then they can continue the works.

HAVING HEARD FROM HOWARD THAT NEGOTIATIONS I LEFT HIS OFFICE WITH THE IMPRESSION THAT THOMPSON QUALITY HOMES DEVELOPMENT WILL FIX AND RE-TILES THE WHOLE HOUSE.

I then relay the message to the workers if they agreed with C12.00 PER SQUARE FEET however they refused.

Howard then send an individual tiles contractor to come and check and inspect the tilings and he came to a conclusion that the THIN SET used was somehow defective. Carlos used REGULAR THIN SET AND NOT MULTI PURPOSE ONE. the Independent contractor also confirmed to me that once the tiles pop out the whole house has to be re tiles.

Later in the day I received email from Howard outlining our phone conversation pertaining to my property. At this time he came with 2 proposals;

1. Thompson Quality Homes to supply 1200sq/ft of WHITE 16"X16" Ceramic tiles, thin set and grout at their cost. In addition TQH to provide 2 laborers at their cost to assist with the removal of the existing tiles and ensure that the property remains clean and free of debris during the said works.
2. TQH to cover the labor cost of removing the existing tiles and thin set and relaying these tiles to include the cost of thin set and grout as required. Howard also propose that the tile from an unoccupied bedroom be used for the shortfall in the kitchen/living room in the short term and I WILL BE RESPONSIBLE FOR COST OF SUPPLY AND INSTALLATION OF FLOORING TO THE UNFINISHED BEDROOM. Howard also suggested to used laminate or wood

I DISAGREED ON BOTH PROPOSALS First was why would TQH used WHITE tiles in my house. We don't like white tiles. Secondly I am not going to remove the tiles from the unoccupied bedroom to be used for the shortfall in the kitchen/living room and used laminated wood after.

NOW HERE IS MY PROPOSAL TO THOMPSON QUALITY HOMES DEVELOPMENT.

- If there were no existing tiles kept in paramount to be used in my house. I have to check paramount a new tiles with the same pricing to be installed.
- TQH to pay all the cost that is to include all the materials need in fixing the tiles.
- If TQH is not agreeing on the demand of the first workers which is C1\$3.50 PER SQ/FT (I spoke with them and they stated they can go to C1\$3.00 PER SQ/FT and not lower than that)

- ' TQH to find their own worker to do the works at their own cost.

With my wife pre existing medical condition (2007 Open Heart Surgery, 2013 Gallstone procedure) the dust and debris inhaled is hazardous for her health. She's having a previous medical history in reference to SHORTNESS OF BREATH AND SINUS due to dust.

now let me know if you can fix it!! I don't have intentions of going any further in this matter only if you will fix the problem. However I already spoke to someone and asked LEGAL ADVICE as to my next step if this things is not rectified.

IF YOU WANT TO SEND ANOTHER PERSONNEL TO INSPECT THE HOUSE, I DONT HAVE ANY PROBLEM WITH THAT. I CAN ACCOMODATE THEM ON MONDAY OR TUESDAY.

thank you.

Sent from Windows Mail

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12 August 2014

EXHIBIT CA#9

By: Mailfast

Writers' email: kgrandage@samsonandmcgrath.com

Ref No. 12643-002

Lorimar Development Ltd  
PO Box 30596  
Grand Cayman, KY1-1203

Dear Sirs,

**Our client: Mr. Constantino Aydoc & Anayn Aydoc**

**Re: Contract to Construction at Registration section Savannah, Block 28C Parcel S23 H2, Unit 19 Lorimar Heights ("the property")**

We act for the above named clients who have instructed us to write to you in connection with the above matter. We can confirm our clients have been granted Legal Aid to pursue this matter.

On the 1<sup>st</sup> day of February 2012 our clients entered into contract to construct a house on their property with you. It was an express term of that contract that you would construct the house in a proper and workmanlike manner.

Further to the contract you commenced work on October 2011 and the work was substantially completed on the third week of April 2012 allowing our client to move into the house.

Since our Clients took possession of the property they have become aware of a number of issues.

1. AC Pipe

Immediately upon moving into the property there were issues with the AC pipe causing flooding in the bedroom. This caused water damage and whilst our clients accept this has been rectified by replacing the sheetrock, it evidences the poor workmanship and caused our clients inconvenience.

2. AC Box

After living in the property for approximately two months our clients were surprised to receive CUC bills in the sum of \$1,221.50. Upon querying this with CUC they sent someone to inspect the property and discovered the AC box in the attic was not sealed. Upon contacting you our clients were advised to contact D&G Air Conditioning (your contractor). D&G Air conditioning gave our clients \$250.00 towards their bill but our clients do not accept this is sufficient as their average monthly bills for May/June are in the region of CI\$270.00.

3. Bathroom toilet

The toilet in one of the bathrooms is fitted incorrectly. This causes a leak and continuous unpleasant odour in our clients' home. You were advised of this in early 2013. Our clients accept that they were then contacted by the plumber and advised to buy materials to fix it. Our clients did so at a cost of \$25.00. Despite this the problem has not been fixed and our clients have simply been advised that the plumber has returned to Jamaica.

4. Master Bedroom Tiling

In May 2014 our clients were alerted to an issue with the tiling in the Master Bedroom when hearing a popping sound. The tiles had come out causing the door to be unable to open. This was never fixed despite the delivery to our clients of a replacement set of tiles.

5. Kitchen/Living area Tiling

Subsequently, on the 19th June 2014 our clients discovered a further 16/20 tiles in the kitchen had lifted. When reported, your contractor advised that his tiler had returned to Jamaica and told our client to arrange for someone to fix it and \$100.00 would be provided to do so along with replacement tiles.

Our clients arranged for this to happen but when they were attempting to fix the tiles, the surrounding tiles popped out leading to all the tiles in the kitchen and dining room area eventually having to be removed. This was witnessed by your contractor Carlos Sinclair

Due to the increase in work the \$100.00 was insufficient and our Clients worker's requested the sum of \$3.50 per square foot to remove the tiles and thin set, lay new tiles including removing and reinstalling the baseboards and cabinets. Our clients attempted to call the building manager Carlos Sinclair to discuss this but to no avail.

Our clients were left having to sleep in a house full of dust and debris due to the work done.

The following day our client, Constantine Aydoc attended your offices regarding the problems and quote from his workers but was advised you could only pay \$2.00 per square foot and that independent contractors would be sent to inspect the tiles.

Your independent contractors, attended our client's property on the 24<sup>th</sup> June 2014 and concluded that the thin set was defective and that the contractor had used regular thin set rather than multi-purpose. It was advised that because of this the whole house would need to be retiled.

The following day our client received emails from Century 21 as your agent with proposals to rectify the problem by either;

- a) Removing the tiles and replacing with white ceramic tiles, or
- b) Removing the tiles and relaying using tiles from a bedroom for the shortfall with our client to be responsible for the cost of replacing the bedroom flooring.

These proposals are due to the fact that the original line of tiles is no longer in stock.

Our clients do not accept either of these proposals as they do not wish to have white tiling and nor do they feel that they should be responsible for any costs relating to poor workmanship in the first instance.

Our client has photographs of all of the defects which we understand you have seen but are available for inspection if so required.

In order to rectify the outstanding issues with the tiling and the toilet, our client has attended Kozaily designs and obtained a quote in the sum of CI\$18,980.00, a copy of which is attached to this letter.

In addition, our clients have advised you of Mrs Aydoc's pre-existing medical condition and the impact the dust and debris caused by the defective tiles had. On the 12<sup>th</sup> July 2014 she had to attend George Town Hospital due to sinusitis and chest pain. Our clients are anxious that these problems are rectified urgently in order that her condition does not deteriorate.

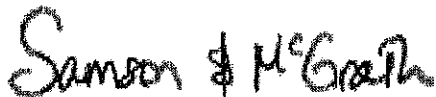
In the circumstances, our client claims the following:-

- 1) CI\$18,980.00 to replace the tiling and fix the toilet
- 2) CI\$431.50 towards CUC bills when A/C defective
- 3) CI\$25.00 On materials purchased
- 4) CI\$40.00 spend on bank reference (Scotia Bank)
- 5) CI\$20.00 spend on Credit union reference letter
- 6) Legal Costs

Please confirm you are willing to make payment in respect of the above costs within the next 21 days in order to avoid the need for litigation and increased costs. Please treat this correspondence as a letter before action.

We look forward to hearing from you.

Yours faithfully,



Samson & McGrath

EXHIBIT CA #10

**KOZAILY**

**DESIGNS LIMITED**

*SURVEYING DEPARTMENT*

11 July, 2014

To: Mr. Aydoc

Re: Proposal for Removal and Replacement of Floor Tiles

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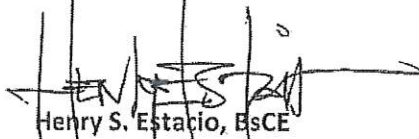
Dear Mr. Aydoc

We are pleased to provide you with this proposal for removal and replacement of floor tiles in your residence for KYD 18,980.00 for labor and materials.

Please do not hesitate to inform us if you have any questions or require further information in this proposal.

Thank you for your consideration.

Kind Regards,



Henry S. Estacio, EsCE  
Assistant Project Manager  
Kozaily Designs Ltd.  
Mobile No. (345)326-1723  
[henry.kozaily@candw.ky](mailto:henry.kozaily@candw.ky)

**KOZAILY DESIGNS LIMITED**

Unit-1 Bldg. A Cayman Center, P.O. Box 10647 Georgetown, Grand Cayman KY1-1006, Cayman Island  
Phone: (345)949-0410 ; Email: [kozaily@candw.ky](mailto:kozaily@candw.ky)

# KOZAILY

## DESIGNS LIMITED

SURVEYING DEPARTMENT

### A. Schedule of Work

Item	Schedule of Works	Quantity	Unit	Cost per Unit	Cost (KYD)
1	Removal and re-Install of existing furnitures; cabinets; baseboards; trims; etc. and set aside for re-use.	1	Lot	\$ 1,500.00	\$ 1,500.00
2	Site protection; equipments; cleaning works	1	Lot	\$ 500.00	\$ 500.00
3	Remove all existing floor tiles including grout; tinset and dlspose off-site.	1200	SF	\$ 3.00	\$ 3,600.00
4	Supply and Install 18" x 18" ceramic tiles or its equivalent including tinset; grout; spacer; etc.	1200	SF	\$ 7.50	\$ 9,000.00
<b>Sub-Total:</b>				KYD	\$ 14,600.00
<b>Profit and Overheads:</b>		30%		KYD	\$ 4,380.00
<b>Total Cost:</b>				KYD	\$ 18,980.00

~~HAFF~~

### KOZAILY DESIGNS LIMITED

Unit-1 Bldg. A Cayman Center, P.O. Box 10647 Georgetown, Grand Cayman KY1-1006, Cayman Island

Phone: (345)949-0410 ; Email: kozaily@candw.ky

Exhibit 106

IN THE GRAND COURT AT GEORGE TOWN

CAUSE NO. SC \_\_\_\_ OF 20 15

BETWEEN:

**CONSTANTINO ANGGAWAY AYDOC & ANALYN FEBRERO AYDOC**

Plaintiffs

AND:

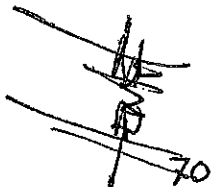
**LORIMAR DEVELOPMENT LIMITED**

Defendant

AFFADAVIT IN SUPPORT OF PRO FORMA INVOICE AND ESTIMATE FOR WORK TO REMOVE AND REPLACE TILES AT 203 LARVA DRIVE, SAVANNAH, BODDEN TOWN FOR MR. CONSTANTINO AYDOC

I, HENRY ESTACIO of Unit 5, Old Crew road, George Town being duly sworn make oath and say as follows;

1. That I am the Assistant Project Manager at Kozailly Designs Limited at unit 1 Bldng. A Cayman Center, George Town, Grand Cayman.
2. That I have held this position for about 7 years.
3. That sometime in July of 2014, I visited a house at 203 Larva Drive, off Hirst Road, Savannah, Bodden Town to make an estimate for time and cost for removal and replacement of defective tiles for one Mr. Constantino Aydoc at the said premises.

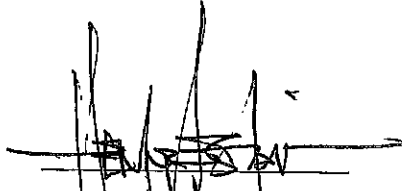
 70

4. That I made observations and notes from which I later caused an estimate of the bill to be prepared.
  
5. That I later gave the estimate for the costs involved to the said Mr. Constantino Aydoc.

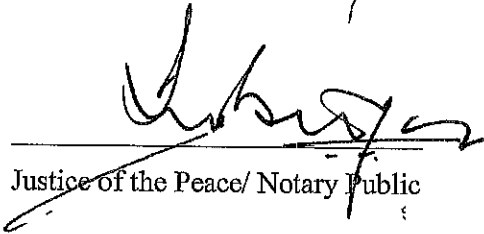
SWORN TO by the said HENRY ESTACIO

At Georgetown, Grand Cayman.

This 22<sup>nd</sup> of day... MAY... 2015



HENRY ESTACIO



Justice of the Peace/ Notary Public

THIS AFFIDAVIT was filed by BRADY, Attorneys at law of B6 Trinity Square, Eastern Avenue, Georgetown, Grand Cayman, Attorneys at law for the Petitioner

ID	Task Name	Task Mode	Duration	Start	Finish	Apr 29, '15	Apr 5, '15	Apr 12, '15									
						M	T	W	T	F	S	S	M	T	W	T	F
1	<b>MR. AYDOCS RESIDENCE FLOOR TILE REPAIR</b>		12 days	Wed 4/1/15	Thu 4/16/15												
2	<b>ALTERATION WORKS</b>		2 days	Wed 4/1/15	Thu 4/2/15												
3	Removal of Furnitures		1 day	Wed 4/1/15	Wed 4/1/15												
4	Removal of Kitchen Cabinets and Appliances		1 day	Wed 4/1/15	Wed 4/1/15												
5	Removal of Baseboard		1 day	Wed 4/1/15	Wed 4/1/15												
6	Removal of Existing Tiles; Grout; Tinset		1 day	Thu 4/2/15	Thu 4/2/15												
7	<b>INSTALLATION</b>		8 days	Fri 4/3/15	Tue 4/14/15												
8	Tiles Installation		4 days	Fri 4/3/15	Wed 4/8/15												
9	Reinstallation of Kitchen cabinets and Appliances		2 days	Thu 4/9/15	Fri 4/10/15												
10	Baseboard Installation		2 days	Mon 4/13/15	Tue 4/14/15												
11	<b>FINAL WORKS</b>		2 days	Wed 4/15/15	Thu 4/16/15												
12	Post Construction Cleaning		1 day	Wed 4/15/15	Wed 4/15/15												
13	Positioning of remove Furnitures		1 day	Thu 4/16/15	Thu 4/16/15												

Project: Aydoc  
Date: Wed 4/1/15

Task		External Milestone		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only		Progress	

EXHIBIT CA#11

## Estimate For Install



Cayman Center, Office 3B  
Dorcy Drive cor Owen Roberts Drive  
George Town P.O. Box 11807  
Grand Cayman KY1-1009

www.itctile.net  
floors@itctile.net  
installation@itctile.net

Phone (345) 945-3798; 525-3798; 525-0588 Fax (345) 945-3799

<b>Estimate To:</b>
Mr. Aydoc 928 6133 dhanrey2002@yahoo.ca

Date	Estimate #
8/13/2014	5198

Description	Location / Pattern	Area	Unit	Unit Price	Amount CI \$
- Installation		1,150	sqft	2.75	3,162.50
- Removal and hauling of the existing floor tiles				1,250.00	1,250.00
- Preparation of floor (labor + material <hydroban system >)				1,145.00	1,145.00
- Removal and hauling of wood baseboard plus replacement of the new one if there's any damage				2,784.00	2,784.00
- Remove and re-install kitchen cabinets with countertops				2,450.00	2,450.00

**TERMS OF PAYMENT:**

- 80% before starting the job,
- 10% billing based on progress
- 10% final payment upon completion.

NOTE : This estimate is based on the plan, final measurements will be taken on site and invoiced accordingly. ITC is not responsible for any settlement of stones on sand base for pool decks or driveways. Rectified Porcelain is to be installed at 1/16" spacing. Marble is a product of nature, color pitting & variations are subject to change & can vary from tile/slab to another & from one area to another within the same tile or slab. The tiles in any crate could contain several variations of color shades.

**Amount CI \$** \$10,791.50

*Thank you for your business.*

**THIS ESTIMATE IS VALID FOR 30 DAYS ONLY**

\*\*\* Please make all cheques payable to ITC International Ltd. Always ask for an invoice or a receipt upon payment. Thank you. \*\*\*

## Estimate For Supply



Cayman Center, Office 3B  
 Dorcy Drive cor Owen Roberts Drive  
 George Town P.O. Box 11807  
 Grand Cayman KY1-1009

www.itctile.net  
 floors@itctile.net

Phone (345) 945-3798; 525-3798; 525-0588 Fax (345) 945-3799

<b>Estimate To:</b>
Mr. Aydoc 928 6133 dhaurey2002@yahoo.ca

Date	Estimate #
8/13/2014	5196

Description	Location	Qty Required	Unit	Unit Price	Amount CI \$
- Madrid Beige 20 x 20 (TG 50006)		1,400	sqft	1.75	2,450.00
- 254 Platinum Thinset White (50lbs/22.7kgs)		80	bags	45.00	3,600.00
- Permacolor : Mushroom Sanded & Unsanded 25kgs		3	bags	25.00	75.00
Delivery Charge				150.00	150.00

**TERMS OF PAYMENT:**

- 50% to reserve or order the products and 50% balance to deliver.  
 Deposits are non-refundable but will be retained as available credit.

**Note:**

-This estimate is based on plans provided. Final measurements are to be taken on site and invoiced accordingly.

-15% Charge will be deducted from all returned items.

-Marble is a product of nature, color pitting & variations are subject to change & can vary from tile/slab to another & from one area to another within the same tile or slab. The tiles in any crate could contain several variations of color shades.

<b>Amount CI \$</b>	<b>\$6,275.00</b>
---------------------	-------------------

*Thank you for your business.*

**THIS ESTIMATE VALID IS VALID FOR 30 DAYS ONLY**

\*\*\* Please make all cheques payable to ITC International Ltd. Always ask for an invoice or a receipt upon payment. Thank you. \*\*\*

Aydoc, Constante

EXHIBIT CA#12

**From:** Joanne Conolly <admin@century21cayman.com>  
**Sent:** Thursday, July 10, 2014 3:32 PM  
**To:** Aydoc, Constante  
**Cc:** Howard McLaughlin  
**Subject:** RE: Unit 19 Lorimar Heights

Good afternoon Mr Aydoc, I trust this e-mail finds you well.

Mr Thompson has read your e-mail, and we do not wish to inconvenience you in any way with protracted communications, and are therefore willing to make an ex-gratia, one-time offer of a \$2,500 cash payment to you, in order for you to replace or repair your tiles, as you wish. Any tiles you may have received from Carlos Sinclair, you may keep.

Kindly confirm your acceptance of this offer, and we can have a cheque ready for you to pick up at our reception desk here at the Century 21 offices at Grand Pavilion Commercial Centre.

I await hearing from you.

With kind regards.

**Joanne Conolly MBA, LLM, Notary Public**

Office: +1 (345) 945-0391 | Fax: +1 (345) 949-2594 | Cell: +1 (345) 526-8811

**From:** Aydoc, Constante [mailto:Constante.Aydoc@rcips.ky]  
**Sent:** 01 July 2014 17:13  
**To:** admin@century21cayman.com  
**Cc:** hmclaughlin@century21cayman.com  
**Subject:** FW: Unit 19 Lorimar Heights

Good day,

I am resending you this email previously sent on Saturday 28<sup>th</sup> June 2014. Please note that I am taking seriously in this matter. If you are willing to rectify the problem without going further then this would be the time.

Regards,

Dan

**From:** dhanrey2002@yahoo.ca [mailto:dhanrey2002@yahoo.ca]  
**Sent:** Saturday, June 28, 2014 1:41 PM  
**To:** admin@century21cayman.com  
**Cc:** Aydoc, Constante  
**Subject:** Unit 19 Lorimar Heights

Mr. Thompson

EXHIBIT CA#13

Cayman Islands Health Services Authority



Cayman Island Hospital  
P.O. Box 915 • George Town, Grand Cayman

Caring People, Quality Service

Patient Name: **AYDOC, ANALYN**  
DOB/Age/Sex: 24 January, 1973 41 years Female  
Admit Date: 11 July, 2014  
Disch Date: 11 July, 2014

MRN: 00225311  
Encounter #: 0003357275  
Pt. Location: GPC - CIH

Admitting Dr.: MATTHEWS, ANNA  
Attending Dr.: MATTHEWS, ANNA  
Consulting Dr.:

**General Practice Notes**

MATTHEWS, ANNA  
11 July, 2014 7:24:57 PM

**Reason for Clinical Note:** Sinus drainig, cough, headache, sorethroat

**Subjective Statements:** Chest pain on coughing; Reportedly condition is caued by dust in house caue by removal of broken tiles . Also coughing the result of odor from lifted tiles. condition started after tiles became loose and were lifted.

**Physical Findings:** Facial tendrness, nolympHADNOPATY, Pharynx hyperaemic, frequent bouts of coughing  
Chest clear

**Assessment:** sinusKITES; PharyngITIS

**Plan:** singular, Cetrizine Nasonex Actifed nocte, pholcodene cough syrup

LEGEND: \* = ABNORMAL    C = CRITICAL    @ = CORRECTED    L = LOW    H = HIGH    F = FOOTNOTES

Chart Requestor: MATTHEWS, ANNA  
Chart Request ID: 2293707

N/A

Print Date/Time: 07/15/14 08:02  
Print ID: Frater, Hyacinth





P. O. Box 11637 - Grand Cayman KY1-1009 - Cayman Islands - (345) 949-7750  
[miniwarehouse2@candw.ky](mailto:miniwarehouse2@candw.ky) [www.miniwarehouse2.com](http://www.miniwarehouse2.com)

**CLIMATE CONTROL UNITS - INDUSTRIAL PARK LOCATION - RENTAL RATES:**

SIZES	Sq Ft	CIS	US\$	SECURITY DEPOSIT
4 x 3	12 sq ft	\$48.00	\$58.54	\$48.00
4 x 7	28 sq ft	\$116.00	\$141.46	\$116.00
6 x 8	48 sq ft	\$163.00	\$198.78	\$163.00
6 x 9	54 sq ft	\$189.00	\$230.49	\$189.00
6 x 13	78 sq ft	\$252.00	\$307.32	\$252.00
8 x 8	64 sq ft	\$221.00	\$269.51	\$221.00
10 x 9	90 sq ft	\$289.00	\$352.44	\$289.00
10 x 10	100 sq ft	\$300.00	\$365.85	\$300.00
10 x 12	120 sq ft	\$394.00	\$480.49	\$394.00
10 x 13	130 sq ft	\$416.00	\$507.32	\$416.00
10 x 15	150 sq ft	\$451.00	\$550.00	\$451.00
10 x 17	170 sq ft	\$473.00	\$576.83	\$473.00
10 x 20	200 sq ft	\$604.00	\$736.59	\$604.00

**CLIMATE CONTROL UNITS - CANAL POINT LOCATION - RENTAL RATES:**

SIZES	Sq Ft	CIS	US\$	SECURITY DEPOSIT
16 X 9	144 SQ FT	\$472.00	\$575.61	\$472.00
8 x 7	56 sq ft	\$319.00	\$389.02	\$319.00

**NON CLIMATE CONTROL UNITS - INDUSTRIAL PARK LOCATION - RENTAL RATES:**

*PER MONTH.*

SIZES	Sq Ft	CIS	US\$	SECURITY DEPOSIT
5 X 5	25 sq ft	\$66.00	\$80.49	\$70.00
5 x 10	50 sq ft	\$115.00	\$140.24	\$140.00
10 x 17.5	175 sq ft	\$250.00	\$304.88	\$300.00
10 x 18	180 sq ft	\$270.00	\$329.27	\$320.00
10 x 20	200 sq ft	\$300.00	\$365.85	\$350.00
10 x 17	340 sq ft	\$600.00	\$731.71	\$600.00
20 x 20	400 sq ft	\$650.00	\$792.62	\$650.00
10 x 17.5	175 sq ft	\$300.00	\$365.85	\$300.00

Electricity



## Grand Cayman Marriott Beach Resort

389 West Bay Road Seven Mile Beach, P.O. Box 30371 Grand Cayman, KY1 -1202 Cayman Islands

+1-345-9490088 Photos Hotel Details Currency calculator

Reservation Step 1 of 3

### Review Reservation Details

Co

#### 1. Your selection

##### Grand Cayman Marriott Beach Resort

389 West Bay Road Seven Mile Beach, P.O. Box 30371 Grand Cayman, KY1 -1202 Cayman Islands



Check in: Friday, May 1, 2015  
Check out: Friday, May 15, 2015

[Edit](#)

Room(s): 1  
Guest(s) per room: 1  
Room type(s): Junior Suite, 1 King or 2 Double, Sofa bed, Oceanfront, Balcony  
[Room details](#) · [Edit](#)

NO CHANGE FEES

#### 2. Your requests

No room preferences were selected.

[Make requests](#) for accessible rooms, pillow type, room location and i

PERSONALIZE YOUR STAY

#### 3. Summary of Charges

##### 1 room(s) for 14 night(s)

Prices in USD

Friday, May 1, 2015	479.00
Saturday, May 2, 2015	479.00
Sunday, May 3, 2015	479.00
Monday, May 4, 2015	479.00
Tuesday, May 5, 2015	479.00
Wednesday, May 6, 2015	479.00
Thursday, May 7, 2015	479.00
Friday, May 8, 2015	479.00
Saturday, May 9, 2015	479.00
Sunday, May 10, 2015	479.00
Monday, May 11, 2015	479.00
Tuesday, May 12, 2015	479.00
Wednesday, May 13, 2015	479.00
Thursday, May 14, 2015	479.00
<b>Total cash rate</b>	<b>6,706.00</b>
<b>Total taxes and fees</b>	<b>2,306.50</b>
<b>Total for stay</b>	<b>9,012.50 USD</b>

FREE CANCELLATION

You may cancel your reservation for no charge until April 24, 2015 (7 day[s] before arrival). [Learn more](#)

##### Additional Charges

Please note: The charges summarized above are calculated in USD. Payment will be due in KYD. All charges are subject to hotel's exchange rate at checkout.

#### 4. Confirm details

About this reservation:

**FREE Cancellation** You may cancel your reservation for no charge until 2015 (7 day[s] before arrival).

NO PAYMENT UNTIL YOU STAY

[Continue](#)

Next, you'll provide your information